

**AGREEMENT
MUSIC BUILDING CODE COMPLAINEE / RENOVATION
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
RFQ # 220**

This AGREEMENT, made the _____ day of _____ in the County of San Bernardino, State of California, by and between Victor Valley Community College District, hereinafter referred to as the owner, and _____ hereinafter referred to as the Contractor, WITNESSETH that the Owner and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following project:

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IT IS THE DUTY OF THE Contractor to complete the work covered by this contract in exact accordance with the approved plans, specifications and other contract documents as specified in Article 6 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Office of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the documents, and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the District Office within three working days of the date of occurrence of the act or omission preventing the contractor from fully complying with the contract documents.

ARTICLE 2 - TIME FOR COMPLETION. The work shall be commenced on the date stated in the District's notice to proceed as provided in Section 1 of the Supplementary General Conditions, and as specified therein, shall be completed within ___ calendar days from and after the date in such notice. Work not completed in conformance with the foregoing shall be subject to liquidated damages in the amount set forth in Section 5 of the General Conditions.

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided for in the contract documents, the sum of _____ dollars and _____ said sum being the total amount of the following amounts stipulated in the proposal.

ARTICLE 4 - HOLD HARMLESS AGREEMENT. The Contractor agrees to and does hereby indemnify and hold harmless the District, its officers, agents, and employees from every claim or demand made, and every liability, loss damages, or expense, of any nature whatsoever, including attorney fees and costs, which may be incurred by reason of:

- A. Liability for damages for (1) death or bodily injury to persons, (2) injury to, loss or theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District: and

- B. Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the work covered by this agreement, whether said injury of damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract.
- C. The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officer, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the district, its officers agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 5 - PROVISION REQUIRED BY LAW. Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 6 - COMPONENT PARTS OF THE CONTRACT. The contract entered into by this agreement consists of the following contract documents, all of which are component parts of the contract as if herein set out in full or attached hereto:

Notice to Contractors Calling for RFQ
Request for Proposal
Designation of Subcontractors
Noncollusion affidavit
Agreement
Performance Bond
Payment Bond
General Conditions and supplementary General conditions
Specification; Supplemental Nos. ___ and Addenda Nos. ___, and ___, as issued
Drawings
Contractor's Proposal
Contractors' Certificate regarding Workman's Compensation

ARTICLE 7 - PUBLIC LIABILITY INSURANCE. Contractor shall take out and maintain during the life of this contract public liability insurance in an amount not less than *\$1,000,000.00 for injuries including accidental death, to any one person, and subject to the same limit for each person in an amount not less than \$1,000,000.00 on account of one accident, and property damage insurance in an amount not less than \$250,000. A signed copy of insurance will be provided to owner.*

ARTICLE 8 - WORKER'S COMPENSATION. In accordance with the provisions of Section 3700 of the Labor Code, contractor shall secure the payment of compensation to his employees. Contractor shall sign and file with District the following certificate prior to performing the installation work under this contract:

I am aware of 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 such provisions before commencing the performance of the work of this contract.

The form of such certificate is included as a part of the Agreement documents.

ARTICLE 9 - HOLD HARMLESS. The Contractor agrees to save harmless, defend and to indemnify the Victor Valley Community College District, it's officers, agents, servants and employees during the period of installation from every claim or demand which may be made by reason of:

- a. Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employed directly or indirectly by it upon or in connection with its work, however caused; and
- b. Any injury to person or property sustained by any firm or corporation, caused by any act, neglect, default, or omission of the Contractor or any person, firm or corporation directly, or indirectly employed by him upon or in connection with his work, whether the said injury or damage occurs upon or adjacent to the work; the Contractor at his own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings defend any and all actions, suits, or other legal proceedings that may be brought or instituted against the Contractor on any such claim or demand, and pay or satisfy the judgment that may be rendered against the Owner in any such action, suit or legal proceedings or result thereof.

ARTICLE 10 - PREVAILING WAGE RATES. Refer to Sections 41, 42 and 43 of the General Conditions.

ARTICLE 11 - INSTRUCTIONS. Prior to commencing work, contact the Project Manager at (760)245-4271 ext. 2250 to schedule actual start date.

ARTICLE 12 - JOB COMPLETION. Contractor shall notify District Project Manager when job is complete, whereupon job will be inspected and certified as complete.

ARTICLE 13 - PAYMENT. Payment will be made under one of the following conditions:

OPTION ONE: Each month within fifteen (15) days after receipt of the approved periodic estimate for partial payment, there shall be paid to Contractor a sum equal to ninety percent (90%) of value of the work performed up to the last day of the previous month, less the aggregate of previous payments. Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by Contractor on a form approved by District and filed before the fifth (5th) day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release Contractor or any bondsman from damages arising from such work or from enforcing each and every provision of this contract, and District shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for work performed so long as any lawful or proper direction concerning work, or any portion thereof given by the District or District shall remain un-complied with.

The final payment of ten percent (10%) of the value of work done under this contract, if unencumbered, shall be made thirty (30) days after acceptance of work by District as approved by Chris Hylton, Director of Maintenance & Operations. Acceptance by Contractor of said final payment shall constitute a waiver of all claims against District arising from this contract. At any time after fifty percent (50%) of the work has been completed, if the District, finds that satisfactory progress is being made, District may make any of the remaining payments in full for actual work completed or may withhold any amount up to ten percent (10%) thereof as District may find appropriate based on the Contractor's progress.

OPTION TWO: Payment will be made upon satisfactory completion and acceptance of entire job. Payment will be made within thirty days after receipt of invoice.

ARTICLE 14 - ASBESTOS NOTIFICATION. This article is to advise you of the availability of information relative to the location(s) of asbestos-containing building materials (ACBM) which your employees may come in contact with while performing services for the Owner.

Existing federal law, as contained in 40 CFR, Part 763.84(d) mandates that your workers be provided with this information before starting any work in these areas. Each school facility has its own site specific "management plan" which contains this information. It is suggested that your workers receives these documents for their work location.

The Owner assumes no responsibility for providing these workers with training or protective equipment which may be required by any federal, state or local regulation enforcement agency.

Our district contact for any questions pertinent to this subject is Steve Garcia. He may be contacted at (760) 245-4271 ext. 2250.

IN WITNESS WHEREOF, this agreement has been duly executed by the above-named parties, on the day and year first above written.

District Representative Signature

Proper Name of Contractor

By _____
(Signature)

Title (Date)

Printed Name _____
Title _____
Address _____
City/State _____
License No. _____
Phone _____

(Corporate Seal)

FOR DISTRICT USE ONLY
Contractor's Board Phone Number: (800) 321-2752
LICENSE TYPE & DESCRIPTION _____
LICENSE EXPIRATION DATE _____
CURRENT, ACTIVE AND IN GOOD STANDING: YES _____ NO _____

CONTRACTORS CERTIFICATE REGARDING
WORKERS' COMPENSATION

I hereby affirm, under penalty of perjury, one of the following declarations:

- I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided by Section 3700, for the duration of any business activities conducted for which this license is issued.

- I have and will maintain workers' compensation insurance, as required by Section 3700, for the duration of any business activities conducted for which this license is issued.

- My workers' compensation insurance and policy number are:

Carrier _____

Policy Number _____

I certify that in the performance of any business activities for which this license is issued, I shall not employ any person in any manner so as to become subject to the workers compensation laws of California, and agree that if I should become subject to the workers compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with the provisions of Section 3700.

Name _____ Date _____

Address _____ Signature _____

Warning: Failure to secure workers' compensation coverage is unlawful, and shall subject an employer to criminal penalties and civil fines up to \$100,000, in addition to the cost of compensation, damages as provide for in Section 3706 of the labor code, interest, and attorney's fees.

NON COLLUSION AFFIDAVIT TO BE EXECUTED

BY PROPOSER AND SUBMITTED WITH PROPOSAL

(Public Contract Code Section 7106)

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

_____, being first duly sworn, deposes and says that he or she is of the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, or to any member or agent thereof to effectuate a collusive or sham proposal.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date

Signature

PERFORMANCE BOND

WHEREAS, the _____
District by Board action on _____ 20 _____, has awarded
to _____
hereinafter designated as the "Principal," a contract for the work described as follows:

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract,
NOW THEREFORE, _____

Name of Principle

_____ address
City of _____, State of _____, as Principal, and,
_____ a corporation organized and existing under the laws of the State of
, legally doing business in California as an admitted surety insurer at _____, City of
, State of California, as Surety, are indebted to _____ District in the sum of _____
Dollars (\$ _____) for which payment Principal and Surety Bind ourselves, our heirs, executors, administrators,
successors, and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION is that if the Principals, his or its heirs, executors, administrators, successors or assigns shall keep and perform the covenants, conditions and agreements in the contract and any alteration thereof on his or their part, to be kept and performed at the times and in the manner therein specified and in all respects according to their intent and meaning, and shall indemnify and save harmless the District, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the specifications accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

In the event suit is brought upon this Bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including a reasonable attorney's fee to be fixed by the court.

All of the above-names contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____ 20 _____.

(Corporate Seal)

Principal
By _____

Typed or Printed Name
Title _____

(Corporate Seal)

Surety
By _____

Typed or Printed Name
Title _____

(Attach Attorney in Fact Certificate)

PAYMENT BOND
(Labor and Material Bond)

KNOW ALL MEN BY THESE PRESENT: That

WHEREAS, the _____ District by resolution passed _____ 20____
Has awarded to _____ designated as the "Contractor", a contract for the work described as follows:

WHEREAS, said Contractor is required by Division 3, Part IV, Title XV, Chapter 7, (commencing at Section 3247) of the California Civil Code to furnish a bond in connection with said contract:

NOW, THEREFORE, we, the undersigned contractor and _____
As surety are held and firmly bound unto the _____ District in the sum of _____ Dollars (\$ _____), for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said contractor, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the California civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors , with respect to such work and labor, then the surety or sureties herein will pay for the same, in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to be fixed in the court.

This bond shall insure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under of the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

IN WITNESS WHEREOF , this instrument has been duly executed by the contractor and surety above named, on the _____ day _____ of _____, 20____.

Surety

Contractor

By _____
Attorney-in-fact
