AGREEMENT
PERFORMING ARTS CENTER CURTAINS
F-340

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:

PERFORMING ARTS CENTER CURTAINS – F-340

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 workings 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 Bids
Instructions for Bidders
Bid Form and Designation of Subcontractors
Bid Bond
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 that $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 Bid Form and Agreement documents.

ARTICLE 9 - HOLD HARMLESS. The Contractor agrees to save harmless, defend and to indemnify the Victor Valley
Community College District, its 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 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-five percent (95%) 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 five percent (5%) of the value of work done under this contract, if unencumbered, shall be made thirty-five (35) days after acceptance of work by District as approved by Steve Garcia, Director of Facilities Construction and Contracts. 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 five percent (5%) 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 locations(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.

Proper Name of Contractor

By __________________________ (Signature)

District Representative Signature

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__________