

**NEW HAVEN UNIFIED SCHOOL DISTRICT
CONTRACT FOR LABOR AND MATERIALS**

THIS CONTRACT made and entered into this ___ day of _____ 2017, by and between _____ hereinafter called the "CONTRACTOR" and the New Haven Unified School District, hereinafter called the "DISTRICT".

WITNESSETH: The parties do hereby contract and agree as follows:

1. In consideration of payment not to exceed the sum of \$ _____ to be paid to Contractor by District, Contractor shall perform and complete the following work:
Perform Special Inspection & Testing for the Itliong-Vera Cruz Middle School 21st Century Classroom Building Project, as per terms and conditions of RFP #780.
2. Location of the work to be done: Itliong-Vera Cruz Middle School, 31604 Alvarado Blvd., Union City, CA 94587.
3. The term of this contract shall begin _____, and be completed by _____.
4. This contract includes the terms and conditions attached as numbers 1 thru 25. The Contractor, by executing this contract agrees to accept and comply with such terms and conditions.
5. Inspection and acceptance of the work shall be performed by whoever will be the district representative.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Agreement, including all contract documents as indicated below which must be on file with the District prior to the commencement of work.

Received by the Contractor:

___ Drawings
___ Specifications

P.O. # _____

CONTRACTOR _____

Accepted By: _____

Title: _____

Address: _____

License Number _____

Expiration Date: _____

Submitted by the Contractor:

___ Liability Insurance Certificate
___ Worker's Compensation Certificate
___ Other Documents

NEW HAVEN UNIFIED SCHOOL DISTRICT _____

Accepted By: _____

Title: CO-SUPERINTENDENT

**NEW HAVEN UNIFIED SCHOOL DISTRICT
CONTRACT FOR LABOR AND MATERIALS
TERMS AND CONDITIONS**

1. **LABOR AND MATERIALS:** The Contractor shall furnish all labor, materials, mechanical workmanship, transportation, equipment and services necessary for the completing of work described in this Contract and in accordance with the plan (if any) and other contract documents.
2. **SUB-CONTRACTORS:** Sub-contractors, if any, engaged by the Contractor for the service shall be subject to the approval of the District. Contractor shall be held responsible for all operations of subcontractors and shall require them to maintain adequate worker's compensation and public liability insurance, and comply with Labor Code, Division 2, Part 7, and all other applicable laws pertaining to prevailing wages.
3. **SAFETY AND SECURITY:** It shall be the responsibility of the Contractor to ascertain from, and comply with, the District's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when students are present.
4. **DEFAULT BY CONTRACTOR:** Failure to comply with any of the terms and/or conditions of the Contract shall constitute default by the Contractor.
5. **GUARANTEES:** The Contractor shall guarantee all labor and materials used in the performance of this Contract for a period of one (1) year from the date of acceptance by the District. Date of acceptance shall be considered date of final payment.
6. **CONTRACT CHANGES:** No changes or alterations to this Contract shall be made without specific written prior approval by the District, and in no event shall the change or alteration exceed ten percent (10%) of Contract and/or Purchase Order.
7. **DOCUMENT CONFLICT:** In case of conflict between specifications and drawings and/or actual site condition, such conflict shall be immediately called to the attention of designated District representative. Resolution of conflict shall be in writing as approved by a District representative.
8. **WORKERS:**
 - a. Contractor shall at all times enforce strict discipline and good order among employees and shall not employ on work any unfit person or anyone not skilled in work assigned.
 - b. Any person in the employ of the Contractor as an employee or sub-contractor whom the District may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the District.
9. **SUBSTITUTION:** No substitutions for materials specified shall be made without the prior approval of the District.
10. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job and correct use of all equipment employed to do the work. Supervisor shall be on the site at all times.

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11. **PROTECTION OF WORK & PROPERTY:** The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights and watchers for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency which is threatening to life or the safety of life, to progress of work or endangers adjoining property, Contractor, with special instruction or authorization from District, is hereby permitted to act, at Contractor's discretion, to prevent such threatened loss or injury. District representative shall be advised immediately if such action has been necessary.
12. **ACCESS TO WORK:** District representatives shall at all times have access to work, wherever and whenever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.
13. **OCCUPANCY:** District reserves the right to occupy buildings and/or use facilities at any time before Contract completion and such occupancy shall not constitute final acceptance of any part of work covered by this contract, nor shall such occupancy extend the date for completion of the work.
14. **ASSIGNMENT OF CONTRACT AND/OR PURCHASE ORDER:** The Contractor shall not assign or transfer by operations of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the District.
15. **FORCE MAJEURE CLAUSE:** The parties to this Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, commandeering of materials, products, plants or facilities by the government, when satisfactorily established that the non-performance is not due to the fault or neglect of the party performing.
16. **HOLD HARMLESS CLAUSE:** The Contractor shall hold harmless and indemnify the District, its officers and employees from:
- a. Any injury to person or property sustained by any person, firm or corporation, employed directly or indirectly by Contractor upon or in connection with performance under this Contract or Purchase Order, however caused;
 - b. Any injury to person or property sustained by any person, firm or corporation, arising by any means whatsoever from the act, default, or omission of the Contractor or of any sub-contractor, person, firm or corporation, directly or indirectly employed by the Contractor in connection with performance under the contract and/or Purchase Order.
17. **INSURANCE:** The supplier shall maintain at all times adequate insurance to protect the District from claims under Worker's Compensation Acts, and from claims for damages for personal injury, including death, and damage to property, which may arise from operations under the Contract. The Contractor is required to file with the District certificates of insurance naming the

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New Haven Unified School District, its Board, officers, employees, and agents as additional insured parties to the coverage, prior to the start of work for:

- a. Worker's Compensation and Employer's Liability Insurance.
 - b. Broad form Comprehensive General Liability Insurance, occurrence coverage, with a combined single limit of liability not less than \$1,000,000.
18. PAYMENTS: The District shall pay for services performed or materials delivered under this Contract upon completion of said work and upon presentation of invoice in triplicate by the Contractor. District representative will provide written approval and acceptance and payment shall be made within a reasonable and proper time, normally within thirty (30) days.
19. RELEASE AGAINST LIENS OR CLAIMS: Contractor shall promptly pay all claims of persons or firms furnishing labor, equipment, or materials used in performing the work hereunder. The District may require Contractor to submit satisfactory evidence of payment and releases of all such claims. If there is any evidence of any unpaid claim, the District may withhold any payment until Contractor has furnished such evidence of payment and release and shall indemnify and defend the District against any liability or loss arising from any such claim.
20. PERMITS & LICENSES: The Contractor and all employees or agents shall secure and maintain in force such certificates, licenses and permits as are required for the work and by law, in connection with the furnishing of materials, supplies or services herein listed.
21. CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF THE DISTRICT: While engaged in carrying out the terms and conditions of the Contract/Purchase Order, the Contractor is an independent contractor, and not an officer, employee, or agent of the District.
22. ANTI-DISCRIMINATION: It is the policy of the New Haven Unified School District Board of Education, that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including but not limited to the California Fair Employment Practices Act.
23. LABOR CODE: Contractor shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, Ch.1, Article 1-5, including the payment of the general prevailing rate of per diem wages. Approved wage scales are on file in the District's Purchasing Office.
24. CLEAN-UP: Debris shall be removed from the premises. Job-site shall be free of debris at all times when work is not actually being performed.
25. NO SMOKING: New Haven Unified School District has a "NO SMOKING" policy at all sites. Contractors are responsible to make sure that no one smokes on school district property.

CERTIFICATE REGARDING WORKER’S COMPENSATION

Labor Code Section 3700 in relevant part provides:

“Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation in one or more insurers duly upthrust to write compensation insurance in the State.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to the employees.”

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATED: _____

Proper Name of Contractor: _____

By: _____

(In accordance with Article 5 <commencing at Section 1860>, Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

**CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION**

PROJECT/CONTRACT NO.: Special Inspection & Testing Services, Itliong-Vera Cruz Middle School 21st Century Classroom Building Project (RFP #780)
between New Haven Unified School District ("District" or "Owner") and _____
_____ ("Contractor" or "Bidder") ("Contract" or "Project").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

_____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: _____

Title: _____

_____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____