

Prevailing Wage Rates Required

rev 3/17/17

*Proof of Public Works Registration **required to be submitted (after 3/1/2015)***

**Proposal and Field Contract for Services under \$45,000**

**Redlands Unified School District**

**Phone (909) 307-5300 P.O. Box 3008, 20 W. Lugonia Avenue, Redlands, CA 92373 Fax (909) 307-5325**

**THIS CONTRACT** made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between *Redlands Unified School District* hereinafter called the "*District*" and \_\_\_\_\_ hereinafter called the "*Contractor*".

**WITNESSETH**, the parties do hereby contract and agree as follows:

1. The Contractor shall furnish to the District for \$ \_\_\_\_\_ the following services:
2. The term of this contract shall begin \_\_\_\_\_, 20\_\_\_\_, and end \_\_\_\_\_, 20\_\_\_\_.
3. Payment Schedule: payments to be processed upon satisfactory completion, acceptance of work by *District*, and receipt of invoice.
4. Inspection shall be performed by \_\_\_\_\_.
5. The Contract includes the terms and conditions as printed and set forth on the reverse side of this page, and the Contractor, by executing this Agreement, agrees to comply with such terms and conditions.
6. The Contractor shall guarantee all labor and materials used in the performance of this contract for a period of \_\_\_\_\_ days from the date of acceptance by the *District*.

7. **IN WITNESS THEREOF**, the parties hereunto have subscribed to this Agreement, including all Contract Documents as indicated below:

- \_\_\_\_\_ Specifications/Scope of Work Statement
- \_\_\_\_\_ Purchase Order
- \_\_\_\_\_ Labor & Materials Release (Must be submitted prior to payment)
- \_\_\_\_\_ Worker's Compensation (Must be submitted prior to commencing work)
- \_\_\_\_\_ Liability Insurance Certificates for \$ 1 Million Personal and \$1 million Property Damage . . . these certificates **must name the District as Additionally Insured** with the endorsement on form CG20(10/26)0704 and CG20370704, **3 pages total**, or 20101185 **2 pages total**.
- \_\_\_\_\_ Liquidated damages of \$ \_\_\_\_\_ per calendar day to commence on \_\_\_\_\_
- \_\_\_\_\_ If Contract is over \$24,999 then a labor material payment, and performance bonds **MUST** be submitted.
- \_\_\_\_\_ Sign Contractor Certification. . . No contractor or contractor's employee may come to our sites that have been convicted of a violent crime, serious felony, or appear on Megan's list.
- \_\_\_\_\_ Proof of Public Works Registration. . . must be submitted by contractor **Labor Code 1725.5**

8. Contractor shall contact school site Principal at least 24 hours prior to work start.
9. Contractor shall arrange work start time with District Service Center at (909) 307-5360 at least 24 hours prior to start.

Name (Print): _____	
Email: _____	
Title: _____	
Signature: _____	
<b><u>Company Name and Address:</u></b> _____	
_____	
_____	
License# _____	
DIR# _____	

Purchasing: _____	
Originating Dept.	
Name (Print): _____	
Title: _____	
Signature: _____	
<b>REDLANDS UNIFIED SCHOOL DISTRICT</b>	

Redlands Unified School District Terms and Conditions

1. **EQUIPMENT AND LABOR:** The contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the service herein described, the service to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated on the face hereof.
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 sub-contractors and shall require them to maintain adequate Worker's Compensation and public liability insurance *naming the Redlands Unified School District as Additionally Insured.*
3. **SAFETY AND SECURITY:** It shall be the responsibility of the Contractor to ascertain from the District, the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.
4. **DEFAULT BY CONTRACTOR:** Failure to comply with any of the terms and/or conditions of this contract shall constitute default by the contractor.
5. **CONTRACT CHANGES:** No changes or alterations to this contract shall be made without specific prior approval by the District; and in no event shall the change or alteration exceed 10% of the Contract and/or Purchase Order.
6. **DOCUMENT CONFLICT:** In case of conflict between specifications and drawings and/or actual site conditions, work shall immediately cease until the conflict is resolved by a District representative.
7. **WORKMEN:**
  - A. Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on this work any unfit person or anyone not skilled in work assigned to him.
  - B. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be removed from the work site and shall not return to the work site except with written consent of the District.
8. **SUBSTITUTIONS:** No substitutions of materials specified shall be made without the prior approval of the District.
9. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job, use of equipment and quality of workmanship.
10. **PROTECTION OF WORK AND 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 watchmen for protection of workmen and the public and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury.
11. **ACCESS TO WORK:** District representatives shall at all times have access to work. Contractor shall provide safe and proper facilities for such access.
12. **OCCUPANCY:** District reserves the right to occupy buildings at any time before contract completion.
13. **ASSIGNMENT OF CONTRACT AND/OR PURCHASE ORDER:** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the District.
14. **FORCE MAJEURE CLAUSE:** The parties to the Agreement 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, lock-out commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
15. **HOLD HARMLESS CLAUSE:** 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, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
  - A. Liability for damage 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, agents, employees or whomever 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 or 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, whether 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 officers, 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.
  - D. Any liability which may arise from the furnishing or use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, under the Contract or Purchase Order.
16. **INSURANCE:** The Contractor shall maintain adequate insurance to protect him 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 purchase order. The Contractor is required to file with the District, certificates of insurance. Failure to furnish such evidence may be considered default of the Contractor.
17. **PAYMENT:** Unless otherwise specified, the Contractor shall render invoices in duplicate for materials delivered or services performed under the Contract. The District shall make payments for materials, supplies, or other services furnished under the Contract within a reasonable and proper time after acceptance thereof by the authorized district representative.
18. **PERMITS AND LICENSES:** The Contractor and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, supplies or services herein listed.
19. **SUPPLIER NOT OFFICER EMPLOYEE OR AGENT OF DISTRICT:** While engaged in carrying out the terms and conditions of the purchase order, ~~the supplier~~ is an independent contractor, and not an officer, employee, or agent of the District.
20. **ANTI-DISCRIMINATION:** It is the Policy of the Redlands Unified School District Board of Trustees, 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 Practice Act, beginning with Labor Code, Section 1410 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the work by him.
21. **LABOR CODE:** Contractor shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, Ch. 1 Articles 1-5, and Section 1771, 1774-1776, 1777.5 including payment of the general prevailing rates. Copies of the prevailing rate of per diem wages are on file in the District's Business Office. Contractor shall maintain for audit by the State of CA, certified payroll records applicable to this Contract, stating wage rates, trades, payments, made, and employee signatures. Copies of these records shall be furnished to the State upon request.
22. **CLEANING-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.
23. **DRUG FREE:** The District is a drug free workplace. There shall be no smoking or chewing of tobacco or any form of drugs used on our sites.
24. **CONFLICT OF INTEREST:** Contractor represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance or services required under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by the Contractor. Contractor will take all necessary steps to avoid the appearance of a conflict of interest and shall have duty to disclose to the District prior to entering this Agreement any and all circumstances existing at such time which would pose a potential conflict of interest.

# PERFORMANCE BOND

(for over \$25,000 jobs)

WHEREAS, the District by Board action on \_\_\_\_\_ 2017, 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 Principal

of \_\_\_\_\_  
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 Redlands Unified School 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 an 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 work to be performed thereunder, or 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 reasonable attorney's fees, to be fixed by the Court.

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

\_\_\_\_\_  
Principal

(Corporate Seal)

By \_\_\_\_\_  
Typed or Printed Name

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety  
By \_\_\_\_\_  
Typed or Printed Name

(Attach Attorney in Fact Certificate)

Title \_\_\_\_\_

**PAYMENT BOND**

*(Labor and Material Bond) for over \$25,000 contracts*

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the Redlands Unified School District by resolution passed 2017 , 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 9550) 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 Redlands Unified School 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, or subcontractors, shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code Section 13020 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 by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 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 thereunder 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

\_\_\_\_\_  
rev.1-7-15

**CONTRACTOR CERTIFICATION  
REDLANDS UNIFIED SCHOOL DISTRICT**

I, \_\_\_\_\_, am (an authorized representative of/doing business as) \_\_\_\_\_ (Name of Contractor/Consultant) and hereby certify that, pursuant to Education Code Section 45125.1, this business entity has conducted the required criminal background check(s) of all persons who will be providing services to the Redlands Unified School District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice (“DOJ”) as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5 and/or 1192.7(c). I understand that this Certificate is not to be signed and submitted until I have received clearance from DOJ regarding those persons named.

As further required by Education Code Section 45125.1, attached hereto and incorporated herein is a list of the names of the person(s) who will be providing services to Redlands Unified School District and who may come in contact with pupils. I agree to keep this list current and to notify the Redlands Unified School District of any additions/deletions as they occur.

Name

4-digits of SSN or full CDL#

*(Attach additional page if necessary)*

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in San Bernardino, California.

\_\_\_\_\_  
Name of Contractor/Consultant

\_\_\_\_\_  
Name/Title of Authorized Representative

\_\_\_\_\_  
(Signature)

## NOTICE TO ALL PUBLIC WORKS VENDORS

**Labor Code 1725.5** Each Bidder submitting a proposal to complete the work, labor, materials and/or services (“Work”) subject to this procurement must be a Department of Industrial Relations registered contractor pursuant to Labor Code 1725.5 (“DIR Registered Contractor”). A Bidder who is not a DIR Registered Contractor when submitting a proposal for the work is deemed ‘not qualified’ and the proposal of such a Bidder will be rejected for non-responsiveness. Pursuant to Labor Code 1725.5; all Subcontractors identified in a Bidder’s Subcontractor List shall be DIR Registered Contractors. If awarded the Contract for the Work, at all times during performance of the work, the Bidder and all Subcontractors, of any tier shall be DIR Registered Contractors.

New Public Works Contractor Registration Law – Effective July 1, 2014.

SB 854 (Stat. 2014, chapter 28) made several changes to the laws governing how the Department of Industrial Relations (DIR) monitors compliance with prevailing wage requirements on public works projects.

Public Works Contractor Registration Program:

**All contractors and subcontractors who bid or work on a public works project must register and pay an annual fee to DIR.** The phase-in timetable is as follows:

**June 20, 2014:** Awarding bodies must provide notice to DIR on ALL projects over \$1000 by filing a PCW100.

**July 1, 2014:** Registration program became effective and first contractors registered. Initial registrations will be valid through June 30, 2015.

**March 1, 2015:** No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with DIR. (Contractors must be registered in order to bid on public works projects.)

**April 1, 2015:** No contractor or subcontractor may work on a public works project unless registered with DIR. (Contractors must be registered to be awarded a public works project and to submit certified payroll records to the Labor Commissioner.)

- **Once the registration requirement becomes mandatory (March 1, 2015 for bids and April 1, 2015 for work), an awarding body may not accept a bid or enter into a contract for public work with an unregistered contractor.**

January 1, 2016 – All public works contractors must furnish certified payroll records (online) to the Labor Commissioner.

“What if a contractor fails to register?”

Contractor will be ineligible to bid on public works. Contractor will be ineligible to work on public works.

For first violation in a 12-month period, may pay \$2,000 to register if otherwise qualified. For inadvertent lapsed renewal, 90 day grace period to pay double fee to re-register.

Link to the DIR website for Contractor registration: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>