



CONTRACTOR AGREEMENT

Purchase Order Number

Project Number / Contract Number

Contract Type

This Services Agreement (the “Agreement”) is made and entered into this ____ day of ____, 20__ by and between **Oxnard Union High School District** (hereinafter referred to as “District”) and _____, (hereinafter referred to as “Provider.”)

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

DIR / License Number (if applicable)

Type of Business

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Corporation

☐ Other

- A. District desires to engage Provider services as more particularly described on “Statement of Work” which is attached hereto and incorporated herein by this reference (“Services”).
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.
- C. Provider will submit all required documents, signed by an authorized representative of company per the attachments listed herein.

ATTACHMENTS hereby incorporated into this agreement that must be signed by contractor are:

ATTACHMENT 1 – Livescan Form (Page 13)
ATTACHMENT 2 – Drug-Free Workplace (Page 14)
ATTACHMENT 3 – Contractor’s Certificate Regarding Workers’ Compensation (Page 15)
ATTACHMENT 4 – Contractor’s Certificate Regarding Prevailing Wage (Page 16)
ATTACHMENT 5 – Designation of Subcontractors (Page 17 – 18)
ATTACHMENT 6 - Invoicing Format (Page 19)
ATTACHMENT 7 – Contractor/Subcontractor Safety Rules and Regulations (Page 20-21)
ATTACHMENT 8 – Additional Insured Sample Language Required (page 22-23)
ATTACHMENT 9 – Performance Bond (Page 24-25) *(required on projects \$25,000 or above)*
ATTACHMENT 10 – Payment Bond (Page 26-27) *(required on projects \$25,000 or above)*
ATTACHMENT 11 – Certificate of Prevailing Wage (page 28)
ATTACHMENT 12 – Certification of Contractor and Subcontractor DIR (page 29)
ATTACHMENT 13 – Prevailing Wage Requirements

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. and is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers’ Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. **NON-EXCLUSIVITY.**
 - a. During the term of this agreement Provider may, independent of Provider’s relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.

b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. **NON-DISCLOSURE.** Provider agrees that at all times during or subsequent to the performance of the Services, Provider will keep confidential and not divulge, communicate, or use District information, except for Provider's own use during the Term of this Agreement to the extent necessary to perform the Services. Provider further agrees not to cause the transmission, removal or transport of tangible embodiments of, or electronic files containing, District Information from the District, without prior written approval of District.

5. **SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

6. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on _____, and terminate on _____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

7. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period, or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in “Schedule of Fees” are not set by law, but are negotiable between Provider and District. Payments, and disputes of payments, under this Section shall, as applicable, be subject to the time constraints set forth in Public Contract Code Section 20104.50. Contractors are subject to retention in the amount of not less than 5% of the project total. Retention may exceed the standard retention amount only if it is found to be substantially complex.

8. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, substitution, or transfer in violation of this Agreement shall be null and void, and of no force and affect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement.

9. **TERMINATION OR AMENDMENT.**

A. Termination for Default

Either the DISTRICT or PROVIDER may terminate this Agreement upon seven (7) days advanced written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure its default(s) and diligently thereafter prosecute such cure to completion. In addition to District’s right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to Provider if: (a) Provider becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by PROVIDER or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for PROVIDER or any of PROVIDER’S property on account of PROVIDER’S insolvency; or (b) if PROVIDER materially disregards applicable laws, codes, ordinances, rules or regulations. If District exercises the right to termination hereunder, the amount due Provider, if any shall be based upon authorized services and reimbursable expenses incurred or provided prior the effective date of the DISTRICT’S termination of this Agreement.

B. District’s Right to Suspend

The DISTRICT may, in its discretion, suspend all services to be provided hereunder without termination of this Agreement; provided, however, that if the DISTRICT shall suspend PROVIDER’S services hereunder for a period exceeding sixty (60) consecutive days and such suspension shall not be caused by PROVIDER or the acts or omissions of PROVIDER, PROVIDER may, at his/her sole discretion, elect to terminate this Agreement for the purpose of reassigning personnel to other projects. Such termination shall be effective seven (7) calendar days following PROVIDER’S written notice of termination. In the event of such termination, notice shall be deemed given when received by DISTRICT or no later than three (3) days after the date of mailing, whichever is sooner.

C. District’s Termination of Agreement for Convenience

The District may, at any time, upon fourteen (14) days advance written notice to Provider, terminate this Agreement for the District’s convenience without fault, neglect or default on part

of PROVIDER. In such event, the District shall make payment to PROVIDER for services and/or authorized expenses incurred or provided through the date of termination.

D. Force Majeure and Delays

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God, to the maximum extent permitted by law. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns. If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

Oxnard Union High School District
District

Provider

Attn: Joshua Koenig-Brown, MOT Director

Attn:

309 South K Street, Building C
Street

Street

Oxnard, CA 93030
City, State, Zip Code

City, State, Zip Code

11. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
12. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
- A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

13. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider's services or operations performed under this Agreement, including, but not limited to:

- ☐ Hazardous and toxic substances
- ☐ Hazardous waste
- ☐ Universal waste
- ☐ Medical waste
- ☐ Biological waste
- ☐ Sharps waste

14. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Provider agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735.

15. **INDEMNIFICATION.** To the maximum extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its board members, officers, agents, employees, and/or volunteers from any and all liabilities, losses, claims, demands, losses, damages, and expenses, including legal fees and costs (including attorney's fees and costs of litigation), or other obligations of every nature (hereinafter, collectively, "Claims") arising out of, pertaining to, or related to Provider's performance under this Agreement, its failure to comply with any of its obligations contained in this Agreement, or any activities of the Provider or those of any of its officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider's agents, employees or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Agreement do not apply to the extent any damage or losses are caused by the active negligence, sole negligence, or willful misconduct of the District. If this Agreement is with a "Design Professional" for design professional services, as defined and utilized by Civil Code Section 2782.8, said indemnification shall only apply to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Design Professional, and the obligations relative to the duty and costs to defend shall be as limited by Section 2782.8. This requirements of this Section 15 shall survive the termination and/or expiration of this Agreement.

16. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

☒ **Workers' Compensation Insurance.** Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement; and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. In the case of any such work which is subcontracted, Provider shall require all subcontractor to provide Workers' Compensation Insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

☒ **Commercial General Liability Insurance.** Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage:

	Each Occurrence	Aggregate
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 2,000,000.00	\$ 4,000,000.00
High risk events or activities	\$ 5,000,000.00	\$ 10,000,000.00
Severe risk events or activities	\$ 10,000,000.00	\$ 15,000,000.00

Commercial General Liability insurance shall include products/completed operations, broad form property damage, and personal and advertising injury coverage.

Any and all subcontractor hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

☒ **Automobile Liability.** If vehicles will be driven on district property, Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance with the following minimum coverage limits:

Personal vehicles: \$ 1,000,000.00 combined single limit

Commercial vehicles: \$2,000,000.00 combined single limit

☐ **Errors and Omissions Insurance.** Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of not less than the following:

Accountants, attorneys, education consultants, nurses, therapists	\$2,000,000.00
Architects	\$2,000,000.00 or \$4,000,000.00
Physicians and medical corporations	\$5,000,000.00

☐ Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$5,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

Broader Coverage Limits: If the Provider maintains broader coverage and/or higher limits than the minimums shown above, District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by District. At District's option, Provider shall either (i) cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, and volunteers; or (ii) provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the deductible or self-insured retention may be satisfied by either the named insured or District.

Additional Insureds. District, its governing board members, officers, officials, employees, and volunteers are to be covered as additional insureds on the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Provider, including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Provider. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Waiver of Subrogation. Provider hereby agrees to waive rights of subrogation which any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of District for all work performed by the Provider, its employees, agents and subcontractors.

Primary and Non-Contributory. For any claims related to this Agreement, the Provider's coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by District, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

Cancellation. Each insurance policy required by this Section 7 shall provide that coverage shall not be cancelled, except with notice to District. Provider shall be responsible for providing District with 30-days prior written notice of any such cancellation, or 10 days in the event of a non-payment of premium.

Acceptability of Coverage. Provider shall obtain coverage from insurers with a current A.M Best rating of no less than A:VIII, unless otherwise acceptable to District.

Verification of Coverage. Provider shall furnish District with original certificates of insurance and either amendatory endorsements or copies of the applicable insurance language, effecting coverage required by this Section 16. All certificates and endorsements are to be received and approved by District not less than fifteen (15) days prior to commencing work for the District. However, any failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. District shall have the right to require, on request, complete, certified copies of all required insurance policies, including endorsements, required by these specifications.

Claims Made Policies. If any coverage required is written on a claims-made coverage form:

- (1) The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of the contract work;
- (2) Insurance must be maintained and evidence of insurance provided for at least five (5) years after completion of contract work;
- (3) If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work, date, the Provider must purchase extended reporting period coverage for a minimum of five (5) years after completion of the contract work;
- (4) A copy of the claims reporting requirements must be submitted to the District for review; and
- (5) If the services involve lead-based paint or asbestos identification or remediation, the Providers Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors and Subconsultants. All references herein to subcontractors shall also include any subconsultants under contract with Provider. Provider shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, unless otherwise waived or amended by the District, and shall ensure that the District is an additional insured on insurance required from subcontractors.

Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractor, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

Limitations on Coverage. Nothing contained in the foregoing insurance requirements is to be construed as limiting the extent of the liability of Provider or Provider's sureties.

17. **CONFLICT OF INTEREST.** Provider understands and certifies that it does not know of any facts which constitute a violation of the California Political Reform Act, which states in part: "[N]o public official at any level of state or local government shall make, participate in making or in any way attempt to use its official position to influence a governmental decision in which he/she knows or has reason to know he/she has a financial interest." (California Govt. Code § 87100 *et seq.*) Provider also hereby certifies that no current Board member or employee of the District, and no one who has been a Board member or an employee of the District within the last two years has participated in bidding, selling or promoting this Agreement. Furthermore, Provider certifies that no such current or former Board member or employee will derive any compensation, directly or indirectly, from this Agreement. Provider understands that any violation of this provision of the Agreement shall make the Agreement voidable by the District.
18. **SAFETY AND SECURITY.** Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Certain entities that contract with a school district are required to comply with Education Code section 45125.1 regarding fingerprinting requirements unless the district determines that the Provider will have limited contact with students.

☒ Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

☐ Provider and its subcontractors are not required to comply with Education Code section 45125.1, Fingerprint certification requirements.

Certain entities that contract with a school district may be required to comply with Education Code section 49406 regarding examination for tuberculosis unless the district determines that the Provider will not constitute a health hazard to students.

☒ Provider and all of its subcontractors are required to comply with Education Code section 49406, Examination for tuberculosis requirements. Provider must cause to be on file with the District a certificate from the examining physician showing the Provider, officers, agents, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

☐ Provider and its subcontractors are not required to comply with Education Code section 49406, Examination for tuberculosis requirements.

19. **PROTECTION OF WORK AND PROPERTY.** Provider and all of its subcontractors shall maintain at all times, as required by conditions and progress of work, all necessary safeguards for the protection of employees and the public. In an emergency affecting life and safety of life or work or of adjoining property, Provider is permitted, without special instruction or authorization from the District, to act at its discretion to prevent such threatened loss or injury.
20. **GOVERNING LAW AND VENUES.** Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

21. **COPYRIGHT/TRADEMARK/PATENT.** Provider understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.
22. **CLAIMS.** This Section shall apply for all Agreements relating to construction. This Section is intended as a summary of the provisions of Chapter 9 (commencing with Section 9201) of Part 1 of Division 2 and, to the extent applicable, Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3 of Division 2 of the Public Contract Code (“Claims Resolution Statutes”) and is subject to the actual provisions of the Claims Resolution Statutes.

As used in this Section, “claim” is defined as a separate demand, sent by registered mail or certified mail with return receipt request, by the Provider for (a) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by District, (b) payment by District of money or damages arising from the Work or work done by, on or behalf of, Provider pursuant to the Contract that is not otherwise expressly provided for or which Provider is not otherwise entitled, or (c) an amount the payment of which is disputed by the District.

The Provider shall make all claims in writing and include the documents necessary to substantiate the claims. Any claim by the Provider which is intended to invoke the procedures under the Claims Resolution Statutes shall specify that the claim is being made pursuant to the Claims Resolution Statutes. All claims by the Provider must be filed on or before the date of final payment; provided, however, nothing in this Subsection is intended to extend the time limits or supersede notice requirements which may otherwise be provided within the contract documents for the filing of claims by the Provider.

Provider shall provide, along with its Claim, reasonable documentation to support the Claim. District shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, provide the Provider with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, District and Provider may mutually agree to extend the time period such response. District shall pay any undisputed portions of a claim within 60 days following issuance of the aforementioned written statement.

To the extent Provider disputes any portion of District’s written response, or, if District fails to respond to the Claim within the time prescribed, Provider may demand in writing, sent via registered or certified mail, return receipt request, an informal conference to meet and confer for settlement of the issues in the dispute. Upon receipt of the demand, District shall schedule a meet and confer within 30 days.

Within 10 days following the conclusion of a meet and confer conference, if the Claim, or any portion thereof, remains in dispute, District shall provide Claimant with a written statement identifying the portion for the Claim that remains in dispute and the portion that is disputed. Any payment on an undisputed portion shall be processed and paid within 60 days after the issuance of the written statement. Any remaining disputed portion of the claim shall be submitted to nonbinding mediation, with District and Provider sharing such costs equally. District and Provider shall agree on a mediator within 10 working days after the disputed portion of the claim has been identified in writing. If the parties cannot agree on a mediator, each party shall select a mediator, at their own respective cost and expense, and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. If mediation is unsuccessful, the part of the claim remaining in dispute shall be subject to the remaining applicable procedures set forth in this Contract and under California law.

To the extent a subcontractor, or lower tier subcontractor, lacks legal standing to assert a claim against District because of a lack of privity of contract, Provider may present to District a Claim on behalf of the subcontractor.

If after the meet and confer conference, any portion of the claim remains in dispute, the Provider may file a claim pursuant to Government Code Section 900 *et seq.* If a court action is thereafter filed to resolve the claim, the court must, within the time specified by law, submit the matter to nonbinding mediation unless waived by mutual stipulation of the District and the Provider or per Public Contract Code Section 9204(d)(2)(D). If after the mediation process, the matter remains in dispute, for claims of \$375,000 or less, the case must then be submitted to judicial arbitration pursuant to the applicable law.

23. **ARBITRATION.** Any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to the performance or enforcement of this Agreement shall be resolved by binding arbitration in Ventura County pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the “Rules”). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys’ fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section

2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

24. **PREVAILING WAGES.** To the extent this Agreement relates to a public works project as defined and utilized and connection with Labor Code Section 1771, and Labor Code Section 1720 *et seq.*, of more than \$1,000, Provider shall: (1) be required to pay not more than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing wage rate of per diem wages for holiday and overtime work fixed as provided in Chapter 1 of Part 7 of Division 1 of the Labor Code; and (2) be registered as a public works contractor with the Department of Industrial Relations (“DIR”) at the earlier of its submission of a bid for this Agreement, or the time of the award of this Agreement. In the event the work to be provided under this Agreement constitutes a “public works” project as contemplated in this Section 24, Provider hereby acknowledges, and shall comply with, Attachment 13.
25. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney’s fees and costs incurred in connection with such actions or proceeding
26. **DOCUMENT RETENTION.** After Provider’s services to District conclude, Provider shall, upon the District’s request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider’s possession and/or control. If the District does not request District’s document(s) for a particular service, Provider will retain document(s) for a period of three (3) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the three (3) year period, Provider will have no further obligation to retain the document(s) and may, at Provider’s discretion, destroy it without further notice to the District. At any point during the three (3) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.
27. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.
28. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
29. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.

30. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
31. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
32. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
33. **APPLICABLE PROVISIONS OF LAW.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed inserted herein and the Agreement shall read and be enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application either party, the Agreement shall forthwith be physically amended to make such insertion or correction.
34. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

Oxnard Union High School District
District

Provider

By: _____

Signature

Signature Jeff Weinstein
Name

Name

Asst Superintendent – Business Services
Title

Title

Date

Date

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

Contact MOT Director, Joshua Koenig-Brown at 805.394.9393 to confirm working schedule days and hours, or via email at joshua.brown@oxnardunion.org

All service technicians must check-in/check-out with the campus main office front desk during normal business hours.

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ 0 _____
Other Expenses	\$ 0 _____
Total Amount Not to Exceed	\$ 0 _____
Deposit	\$ 0 _____
Balance Due after Completion of Services	\$ 0 _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Typical payments will be issued monthly for services rendered and supported with proper invoicing. Invoicing that is true, accurate and conforms to the formatting guidelines of OUHSD must be received at the OUHSD Business Office no later than the 15th calendar day of each month in order to be properly processed. Invoices for work orders on projects that exceed \$25,000 for new construction, alteration, installation, demolition or repair; and \$15,000 maintenance must be accompanied by certified payroll documentation upload to DIR. Invoices must not exceed 10% markup on any labor charge, or 15% markup for any materials and equipment charge.

Contractors are subject to retention in the amount of not less than 5% of the project total. Retention may exceed the standard retention amount only if it is found to be substantially complex.

ADDITIONAL COSTS OF EXPENSES:

Change orders must be approved in writing by OUHSD.

ATTACHMENT 1
LIVESCAN FORM

See Attached Livescan Document

ATTACHMENT 2
CONTRACTOR'S CERTIFICATE
REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code Section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) establishing a drug-free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace.
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) The penalties that may be imposed upon employees for drug abuse violations
- c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of that statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355 (a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that under the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Proper Name of Contractor: _____ Date: _____

Signature: _____ Title: _____

ATTACHMENT 3
CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION

Labor Code Section 3700.

"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 authorized to write compensation insurance in this 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 his employees.

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 the provisions of that code, and I will comply with such provisions before commencing the performance of this contract.

Company: _____

Name: _____

Signature: _____

Date: _____

(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.)

ATTACHMENT 4
CONTRACTOR'S CERTIFICATE REGARDING PREVAILING WAGE

TO: The Board of Education of the Oxnard Union High School District:

I certify that I am aware of the provisions of Section 1770 et. seq. of the Labor Code which require the payment of prevailing wages to all workers employed on a public works project, and that I will comply with such provisions upon commencement and throughout the performance of the work of this Contract.

Contractor

By: _____

(Business Address)

(Place of Residence)

ATTACHMENT 5
DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code commencing at Section 4100) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract, in an amount in excess of one-half of one percent of the prime contractor's total bid and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

LIST OF SUBCONTRACTORS

Name _____

Address _____

City _____ Telephone (____) _____

State License No. _____ Expiration Date (State License) _____

Type of Work _____

Name _____

Address _____

City _____ Telephone (____) _____

State License No. _____ Expiration Date (State License) _____

Type of Work _____

Name _____

Address _____

City _____ Telephone (____) _____

State License No. _____ Expiration Date (State License) _____

Type of Work _____

ATTACHMENT 6

INVOICING FORMAT

In order for the Oxnard Union High School District to pay invoices in a timely manner, it is important that specific information be provided on all invoices. Invoices shall reflect the following information or will be subject to a delay in payment or request for more information. Invoice must be received by OUHSD no later than the 15th of each month.

INVOICE INFORMATION REQUIRED:

- Date of invoice
- Invoice Number
- Purchase Order Number (no work shall take place without a valid PO)
- Terms (Net 30)
- Project Start Date
- Project Completion Date
- OUHSD Reference Number or Contract Number (supplied by MOT Department)
- Cost of Materials
- Cost of Labor
- % of Markup on Materials and/or Labor
- Cost of Equipment
- % of Markup on Equipment

ATTACHMENT 7

Contractor/Subcontractor Safety Rules and Regulations

This document establishes OUHSD policy with regards to contractor/ subcontractor safety when conducting work on active school sites and with property that is owned by OUHSD.

OUHSD campuses consist of twelve dedicated facilities and two shared facilities. Each one of these work sites has unique characteristics and qualities that require specialized knowledge for safe work to be performed. Each work site is an active educational campus and all work sequences must support the educational goals of these individual sites. The intent of this document is to provide minimum safe standards for work to be conducted in a way that does not endanger students, staff or the contractors performing their work. OUHSD requires that the highest level of safe precautions be identified and followed prior to the start of any work activity. It is required that each contractor have an excellent base knowledge for the standard safety practices in their field and meet all guidelines regulated by CAL OSHA, Division of the State Architect, California Department of Education, and OUHSD Board Policy.

1. Personal Protective Equipment (PPE) must be worn at all times
2. Individuals performing job tasks must be trained in that specific task by their employer, and authorized in the work they are performing
3. Lift Plans must be submitted and approved by MOT Director prior to use of any crane(s) or lift devices
4. Scaffolding can only be used if installed by a licensed scaffolding contractor, and must be inspected daily by a competent person prior to use
5. Photo ID must be kept on the person of all campus personnel
6. A contractor's company uniform shirt or safety vest that clearly identifies the site worker must be worn at all times on the outer garment layer while performing work on campus
7. Safety meetings must be held daily at the start of each work shift
8. Use or possession of tobacco, alcohol or controlled substances of any kind are not permitted at any OUHSD properties
9. Weapons of any kind are strictly prohibited from all OUHSD property
10. All work must terminate immediately if any unsafe work condition exists or if any unsafe condition develops during the normal course of work

Any questions or comments regarding the content of this document or safety in general should be brought to the attention of the Director overseeing the work being conducted. The Director of Maintenance, Operations and Transportation (MOT) is Joshua Koenig-Brown and he can be reached by phone 805.394.9393/ email at joshua.brown@ouhsd.k12.ca.us ,or Henry Williams, Manager of Operations by phone 805.432.9930/ email at henry.williams@ouhsd.k12.ca.us

Every contracted member of an active work crew must read, sign and return the signature page of this document to the MOT Office prior to start of the first work shift on the first work day. This document must be renewed annually as part of a mandatory contractor orientation process. By signing this document, you agree to the terms and conditions indicated and recognize that failure to comply with any of the standards or guidelines provided is grounds for immediate removal from OUHSD property and/or possible termination of contract.

PLEASE PRINT CLEARLY

Your Name: _____
(Last), (First)

Name of Company: _____

Craft or Trade: _____

Name of Immediate Supervisor: _____

Cell Phone Number of Immediate Supervisor: _____

I acknowledge the policies of Oxnard Union High School District (OUHSD) Contractor/Subcontractor Safety Rules and Regulations and I agree to abide by the conditions identified in this document.

(Signature) (Date)

This document will remain on file at the MOT Office and will expire one year from signature date.

ATTACHMENT 8

Additional Insured Sample Language Required

These attachments do NOT need to be returned with contract documents

OUHSD SAMPLE CERTIFICATE OF LIABILITY INSURANCE
K&SCO-1 OP ID: KW

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE OF CERTIFICATE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <div style="border: 1px solid red; padding: 2px; margin-top: 5px;">INSURANCE COMPANY NAME, AGENT LICENSE, AGENT ADDRESS AND AGENT NAME</div>	CONTACT NAME: PHONE: FAX: EMAIL: <div style="border: 1px solid red; padding: 2px; margin-top: 5px;">AGENT NAME, PHONE & EMAIL</div> <div style="border: 1px solid red; padding: 2px; margin-top: 5px;">AGENT FAX #</div>
---	--

INSURED <div style="border: 1px solid red; padding: 2px; margin-top: 5px;">CONTRACTOR COMPANY NAME, DBA NAME AND ADDRESS</div>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">INSURER A</th> <th style="width: 50%;">INSURER B</th> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table> <div style="border: 1px solid red; padding: 2px; margin-top: 5px; text-align: center;">INDICATE ALL COMPANIES PROVIDING COVERAGE</div>	INSURER A	INSURER B										
INSURER A	INSURER B												

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES INDICATED, NOTWITHSTANDING ANY REVISIONS, MAY BE ISSUED OR MAY BE EXCLUDED AND CONDITIONS OF SUCH POLICIES HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE IS ISSUED. THIS CERTIFICATE IS SUBJECT TO ALL THE TERMS, CONDITIONS AND COVENANTS OF SUCH POLICIES.

LINE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	GENERAL LIABILITY	<div style="border: 1px solid red; padding: 2px;">POLICY NUMBER</div>	<div style="border: 1px solid red; padding: 2px;">06/25/2015</div>	<div style="border: 1px solid red; padding: 2px;">06/25/2016</div>	EACH OCCURRENCE \$ 2,000,000
	<div style="border: 1px solid red; padding: 2px;">COMMONS GENERAL LIABILITY</div>				DAMAGE TO RENTED PREMISES (per occurrence) \$ 50,000
	<div style="border: 1px solid red; padding: 2px;">CLAIM MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/></div>				MED EXP (per person) \$ 5,000
	<div style="border: 1px solid red; padding: 2px;">GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PER OCCURRENCE <input type="checkbox"/> PER AGGREGATE <input type="checkbox"/></div>				PERSONAL & ADV INJURY \$ 2,000,000
	AUTOMOBILE LIABILITY				GENERAL AGGREGATE \$ 4,000,000
	<div style="border: 1px solid red; padding: 2px;">PERSONAL VEHICLES:</div>				PRODUCTS - COMPOUND AGG \$ 4,000,000
	<div style="border: 1px solid red; padding: 2px;">\$500,000 Combined Single Limit or \$100,000 Per Person/\$300,000 Per Accident</div>				OCASION SINGLE UNIT (per accident) \$
	<div style="border: 1px solid red; padding: 2px;">COMMERCIAL VEHICLES:</div>				BODILY INJURY (per person) \$
					BODILY INJURY (per accident) \$
					PROPERTY DAMAGE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<div style="border: 1px solid red; padding: 2px;">MINIMUM LIABILITY IS \$2,000,000 PER OCCURRENCE OR \$4,000,000 AGGREGATE</div>
	<div style="border: 1px solid red; padding: 2px;">ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory to list)</div>	<div style="border: 1px solid red; padding: 2px;">WORKERS COMPENSATION REQUIRED IF EMPLOYEES BEYOND OWNER OPERATOR BEING USED</div>			<div style="border: 1px solid red; padding: 2px;">WC STATUS: <input checked="" type="checkbox"/> FULL-TIME <input type="checkbox"/> OTHER</div>
	<div style="border: 1px solid red; padding: 2px;">If yes, describe under DESCRIPTION OF OPERATIONS below</div>				<div style="border: 1px solid red; padding: 2px;">\$2,000,000</div>
					<div style="border: 1px solid red; padding: 2px;">\$2,000,000</div>
					<div style="border: 1px solid red; padding: 2px;">\$2,000,000</div>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

TYPE A BRIEF DESCRIPTION OF THE PROJECT WORK BEING PERFORMED ALONG WITH ACTUAL WORK SITE ADDRESS

CERTIFICATE HOLDER

Oxnard Union High School District
 309 South K Street
 Oxnard, CA 93030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

DOCUMENT MUST BE SIGNED

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The ACORD name and logo are registered marks of ACORD

Must Include Complete Policy Number

POLICY NUMBER: PK201400003579

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Oxnard Union High School District, 309 K Street, Oxnard, CA 93030; its officers, agents, employees, board members, and/or volunteers.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Must Include All Language

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

(100% of Bid Amount)

PERFORMANCE BOND

WHEREAS, the _____ hereinafter designated as the "Principal," a contract for the work described as follows:

To furnish all materials, labor, and equipment required **for the** _____ **project** in accordance with the Oxnard Union High School District specifications as bid.

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 _____ Address _____

State of California, as Surety, are indebted to _____

District in the sum _____

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 Principal, 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 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__.

(Corporate Seal)

Principal

By _____

Typed or Printed Name

Title _____

Surety _____

(Corporate Seal)

By _____

Typed or Printed Name

(Attach Attorney-in-Fact Certificate)

(100% of Bid Amount)

PAYMENT BOND
(Labor and Material Bond)

WHEREAS, the Oxnard Union High School District, by Board action on the _____ **(board date)**, has awarded to _____ **(Name and full address of contractor)** designated as the "Principal," a contract for the work described as follows:

To furnish all materials, labor, and equipment required **for the** _____ **(Name of the project and site name and address)**, in accordance with the specifications as bid.

WHEREAS, said Principal is required by Division 3, Part IV, Title XV, Chapter 7, (commencing at §3247) of the California Civil Code to furnish a bond in connection with 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 admitted surety insurer at _____

Address

City of _____, State of California, as Surety, are indebted to

District

in the sum _____ 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 Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any person or persons named in Civil Code §3181 or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to §13020 of the Unemployment Insurance Code, with respect to such work and labor that the sureties will pay for the same, and also, in case suit brought upon this bond.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under §3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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 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 Principal and Surety above named, on the _____ day of _____ 20__.

(Corporate Seal)

Principal

By _____
Typed or Printed Name

Title _____

(Corporate Seal)

Surety

Typed or Printed Name

Title _____

(Attached Attorney-in-Fact Certificate)

**CERTIFICATION OF PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS**

PROJECT/CONTRACT NO.: between _____ (“District”) and
_____ (“Contractor” or “Bidder”) (“Contract” or “Project”).

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours’ notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

[IF THIS PROJECT USES FEDERAL FUNDS, DISTRICT SHOULD INCLUDE THE FOLLOWING] I hereby certify that I will also conform to the Federal Labor Standards Provisions regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon and Related Act requirements, Contract Work Hours and Safety Standards Act requirements, and any and all other applicable requirements for federal funding for all Work on the above Project.

Date: _____

Proper Name of Contractor: _____

Contractor Signature: _____

Print Name: _____

Title: _____

ATTACHMENT 13

PREVAILING WAGE REQUIREMENTS

1. Applicability of Requirements

The requirements of this Attachment 13 shall apply to any portion of the Project that is subject to payment of prevailing wages and related requirements of the Labor Code.

2. Compliance with Labor Code Requirements

The Project is a “public works project” as defined in Section 1720 of the California Labor Code (“Labor Code”) and, therefore, is subject to Part 7, Chapter 1, of the Labor Code and Title 8 of the California Code of Regulations, Section 16000 *et seq.* (collectively, “Labor Laws”).

Provider must be, and shall be deemed and construed to be, aware of and understand the requirements of California Labor Code Sections 1720 *et seq.*, and 1770 *et seq.*, and other provisions of the Labor Laws that require the payment of prevailing wage rates and the performance of other requirements on public works projects. Provider acknowledges that, as provided by Senate Bill 854 (Stats. 2014, Ch. 28), the Project will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Provider, at no additional cost to the District, must: (i) comply with any and all applicable requirements of the Labor Laws, including, without limitation, requirements for payment of “prevailing wages,” inspection and submittal (electronically, as required) of payroll records, interviews of worker(s), *et cetera*; (ii) ensure that any and all contractors and subcontractors are aware of and comply with applicable provisions of the Labor Laws; (iii) in connection with Labor Laws compliance matters, cooperate with the DIR, the District and other entities with competent jurisdiction; and (iv) post all job-site notices required by law in connection with the Project, including, without limitation, postings required by DIR regulations. A contractor that has been debarred in accordance with the Labor Code, including, without limitation, pursuant to Sections 1777.1 or 1777.7, is not eligible to bid on, perform, or contract to perform any portion of the Project. Wage rates shall be in accordance with the general prevailing rates of per-diem wages determined by the Director of Industrial Relations pursuant to Labor Code Section 1770. Wage rates shall conform to those on file at the District’s principal office and posted at the Location. The District will withhold payment to Provider necessary to satisfy civil wage and penalty assessment issued by the Labor Commissioner. The following Labor Code sections are by this reference incorporated into and are a fully operative part of the Agreement, and Consultant shall be solely responsible for compliance therewith:

- (i) Section 1735: Anti-Discrimination Requirements;
- (ii) Section 1775: Penalty for Prevailing Wage Rate Violations;
- (iii) Section 1776: Payroll Records;
- (iv) Sections 1777.5, 1777.6 and 1777.7: Apprenticeship Requirements;
- (v) Sections 1810 through 1812: Working Hour Restrictions;
- (vi) Sections 1813 and 1814: Penalty for Failure to Pay Overtime; and
- (vii) Section 1815: Overtime Pay.

3. Requirements for Payroll Records

Provider must comply with all applicable provisions of Labor Code Section 1776, which relates to preparing and maintaining accurate payroll records, and making such payroll records available for review and copying by the District, the DIR's Division of Labor Standards Enforcement, and the DIR's Division of Apprenticeship Standards. The payroll records must be certified, maintained at the principal offices of Provider, and made available as required by Labor Code Section 1776. Provider must inform the District of the location at which the payroll records are located, including the street address, city and county, and must, within five working days, provide a notice of any change of location and address. If Provider fails to timely comply with requests for certified payroll records, it shall forfeit, as a penalty to the District, \$100 for each calendar day, or portion thereof, for each individual, until strict compliance is effectuated, and, in addition to penalties as provided by law, may be subject to debarment pursuant to Labor Code Section 1771.1. Timely provision by Provider of certified payroll records also shall be a condition precedent to the District's obligation to make any payments to Provider pursuant to this Agreement.

4. Penalties for Violations of Prevailing Wage Laws

In accordance with Section 1775 of the Labor Code, Provider shall forfeit, as a penalty to the District, not more than \$200 and, subject to limited exceptions, not less than certain amounts specified by law, for each calendar day, or portion thereof, for each individual paid less than prevailing wage rates as determined by the DIR Director. Provider shall pay to each contractor or subcontractor the difference between such stipulated prevailing wage rate and the amount paid to such individual for each calendar day or portion thereof for which such individual was paid less than the applicable prevailing wage rates.

5. Requirements for Contractor Registration

No contractor may bid on a public works project unless the contractor is, and no subcontractor may be listed in any bid for a public works project unless the subcontractor is, currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. No contractor or subcontractor may be awarded a contract for work on a public works project, or may perform any work on a public works project, unless the contractor or subcontractor is currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1725.5 for an unregistered contractor to submit a bid authorized by Business and Professions Code Section 7029.1 or Public Contract Code Section 20103.5, if the contractor is registered at the time the contract is awarded.

6. Registration Requirements Applicable to Project

Provider shall be responsible for ensuring that it and all contractors or subcontractors are currently and properly registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. Prior to commencing the Project, Provider must complete, execute, and submit to the District a "Certification Regarding Contractor Registration" to be provided by

the District upon request from Provider. Notwithstanding anything to the contrary, if at any time during the performance of the Project, Provider or any of its contractors or subcontractor is not duly registered pursuant to Labor Code Section 1725.5 (including, without limitation, if the registration expires or the DIR revokes the registration), then, subject to DSA requirements, the District in its sole discretion may cancel the Agreement and/or replace Provider or any contractor or subcontractor with a contractor or subcontractor that is duly registered pursuant to Labor Code Section 1725.5.