

SAN DIEGO COMMUNITY COLLEGE DISTRICT

**AGREEMENT FOR PUBLIC WORK OF \$15,000 OR LESS
(Public Contract Code § 20651(b))**

This Agreement is entered into by and between the **SAN DIEGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "District," CONTRACTOR, **San Diego, CA 92123** hereinafter referred to as "Contractor."

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

Article 1 Term. This Agreement shall commence upon execution by all parties and continue through final acceptance by the District of all required work and final payment to Contractor. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the term of this Agreement.

Article 2 Project Scope of Work Contractor shall perform and render all services described as:

SCOPE OF WORK:

- .

AMOUNT OF COMPENSATION : for a Time and Materials Fee Not to Exceed amount of THOUSAND, HUNDRED DOLLARS AND NO CENTS (\$0000.00) as described within other documents relating to the project scope of work, all of which are incorporated by reference as though set forth in full herein.

Article 3 Commencement, Completion and Liquidated Damages Project shall be completed within 30 days from start date as notified in the Notice to Proceed.. Unless excused or extended, if the work is not completed within the time specified, Contractor agrees the District will suffer damage impractical and infeasible to measure.

Article 4 Insurance The Contractor shall not commence work nor shall he allow any subcontractor to commence work under this contract until he has obtained all required insurance hereunder and certificates evidencing such insurance have been delivered to the District. All surety providers of bonds and insurance must possess at least "A-"VII by A.M. Best Key Guide.

A. Workers' Compensation Insurance

1. The Contractor shall provide, during the term of this agreement, Workers' Compensation Insurance for all of his employees engaged in work under this contract, on or at the site of the project, and, in case any of his work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees. Any class of employee or employees not covered by the subcontractor's insurance shall be covered by the Contractor's insurance.
2. In case any class of employees engaged in work under this contract, on or at the site of the project, is not protected under the Workers' Compensation Statute, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected.
3. The Contractor shall file with the District certificates of said insurance as specified above.

B. General Liability and Property Damage Insurance

1. The Contractor shall maintain during the life of this contract, General Liability and Property Damage Insurance to protect him and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this contract. The minimum amounts of such insurance shall be as hereinafter set forth.

2. Amounts of Insurance:

| | | |
|--|---|-------------|
| General Liability Comprehensive Form + Products/Completed Operations | Bodily Injury and Property Damage Combined | \$1,000,000 |
| Auto Liability Comprehensive Form Owned, Non-owned Hired | Bodily Injury and Property Damage Combined | \$1,000,000 |
| Workers Compensation Insurance | In accordance with statutory limits established by law. | |

3. The Contractor shall name the District and its Board of Education as an additional insured on the General and Auto Liability policies. Contractor shall file all insurance certificates with the District's Facilities Office.

D. Fire Insurance

Contractor shall maintain or cause to be maintained Fire Insurance on all work, material, equipment, appliances, tools and structures which are a part of this contract and subject to loss or damage by fire.

Article 5 Indemnity To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its Board of Trustees, representatives, officers, consultants, and employees, ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), to property or persons, including personal injury and/or death, to the extent that any of the above are caused in whole or in part by the willful misconduct, recklessness, or negligent acts, of Contractor, including without limitation, its officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of work under this Agreement, including without limitation the payment of all consequential damages.

Article 6 Termination This Agreement may be terminated by the District without cause upon thirty days' written notice to Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to the District under this agreement.

Article 7 Compensation Total compensation shall not exceed **\$0000.00** for the term of the Agreement. Contractor shall be compensated for the performance of its obligations under this Agreement as follows: Payment in full upon completion and final acceptance.

Article 8 Contract Documents This Agreement shall include the terms and conditions specified in all project documents, relating to the subject matter of this agreement, all of which are incorporated by reference as though set forth in full herein. In the event of a conflict between this Agreement and any attachments referenced and incorporated herein, the former shall prevail.

Article 9 Integration Clause This Agreement constitutes the entire agreement between the parties. There are no understandings, agreement, or representations not specified in this Agreement. Contractor, by execution of the Agreement, acknowledges Contractor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

Article 10 Prevailing Wage The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the contract which will be awarded to the successful bidder, copies are at the following website: www.dir.ca.gov.

Article 11 Warranty

The Contractor warrants to the District that all materials and equipment furnished under the Contract Documents shall be new, of good quality and of the most suitable grade and quality for the purpose intended, unless otherwise specified in the Contract Documents. All Work shall be of good quality, free from faults and defects and in conformity with the requirements of the Contract Documents. If required by the Architect or the District, the Contractor shall furnish satisfactory evidence as to the

kind and quality of materials and equipment incorporated into the Work. Any Work or portion thereof not conforming to these requirements may be deemed defective. Where there is an approved substitution of, or alternative to, material or equipment specified in the Contract Documents, the Contractor warrants to the District that such installation, construction, material, or equipment shall equally perform the function and have the quality of the originally specified material or equipment. The Contractor expressly warrants the merchantability, the fitness for use, and quality of all substitute or alternative items in addition to any warranty given by the manufacturer or supplier of such item.

For Projects that are completed in their entirety and not performed in phases, the warranty or guarantee period under the Contract Documents shall be for a period of two (2) years and shall commence on the date of Final Acceptance of the Work, unless specified.

It shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under him, to pay not less than the said specified rates to all workers employed by them in the execution of the contract.

Labor Compliance Program: The general contractor and every subcontractor that is listed in the bid documents shall be required to comply with the District's Labor Compliance Program. Compliance with SB 854 regulation and Labor Code 1771.1 is mandatory. Register on the California Division of Labor Standards website and attach to signed contract.

In Witness Whereof, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

DISTRICT

CONTRACTOR

Christopher Manis
Vice Chancellor, Facilities Management

(Name)

(Title)

Date

Date