



PROPOSAL and FIELD CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____, 20____, (Effective Date) by and between Mt. San Antonio Community College District (District) and _____ (Contractor).

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

1. Contractor shall furnish to District the following work (attach contractor's proposal with itemized detail):

2. Contract amount for above work is \$ _____
3. Work shall commence on _____ and be complete on or before _____ (Completion Date). Liquidated damages for the Contractor's failure to complete the Contract by the Completion Date are established in the amount of _____ per calendar day and as further set forth in the Terms and Conditions attached hereto.
4. The term of this Contract shall be from the Effective Date to the date one (1) year after the date of actual completion of the work (regardless of whether such date is before or after the Completion Date), unless mutually extended or earlier terminated as provided herein.
5. You must notify the **District Contact:** _____ **Phone:** _____ **Email:** _____ at least 24 hours in advance of starting the work and when inspections are required. Daily work tickets must be signed off. The contractor is responsible for working with the District Contact to obtain necessary parking permits.
6. Payment shall be made upon satisfactory completion and acceptance of work and receipt of invoice, net 30 days.
7. This Contract includes the terms and conditions as printed and set forth on the reverse of this page, or as attached hereto; and by executing this Contract, the Contractor agrees to comply with such terms and conditions.
8. IN WITNESS WHEREOF, the parties hereunto have agreed to this Contract, including all Contract documents incorporated by reference herein, as indicated below:
 - Certificates of General, Auto, & Workers Compensation Liability Insurance with Endorsements
 - Payment and Performance Bonds (if over \$25,000)

<p>CONTRACTOR:</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>_____</p> <p>Phone/Fax: _____</p> <p>License No.: _____</p> <p>DIR Registration No.: _____</p>	<p>DISTRICT:</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p style="text-align: center;">Mt. San Antonio Community College District 1100 N. Grand Avenue Walnut, California 91789 Phone: (909) 274-7500</p>
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[TERMS AND CONDITIONS ON PAGES 2-5]

TERMS AND CONDITIONS

1. **PROPOSAL ACCEPTANCE.** Proposals are subject to acceptance by the signing of a contract and issuance of a purchase order at any time within 30 days after the receipt of quotes unless otherwise stipulated. District reserves the right to accept or reject any and all quotes and to waive any informality or irregularity in any quote.
2. **SITE EXAMINATION.** By accepting this Contract, Contractor warrants that it is familiar with the work site, is satisfied as to the condition of the site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for time or money will be allowed as to such matters.
3. **EQUIPMENT AND LABOR.** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the service herein described. The service shall be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated.
4. **SUBCONTRACTORS.** Subcontractors, if any, engaged by the Contractor for the service shall be subject to the approval of the District. Contractor shall be held responsible for all operations of subcontractors and shall require them to maintain adequate Workers' Compensation, general and automobile insurance and be in compliance with all applicable laws.
5. **DIR REGISTRATION.**
 - a) For Small Projects (as defined in this subsection): "Small Projects" (\$25,000 or less), when the project is for construction, alteration, demolition, installation, or repair work, are exempt from DIR Registration and submission of electronic Certified Payroll Records directly to the DIR. The unregistered contractor or subcontractor is not required to furnish the CPR records specified in Labor Code § 1776 directly to the Labor Commissioner, but shall retain the records specified in Section 1776 for at least three (3) years after completion of the work.
 - b) For all other projects: Strict compliance with DIR Registration requirements pursuant to Labor Code § 1725.5 is a material obligation of the Contractor under the Contract. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the work by the Contractor and all subcontractors of any tier. The failure of the Contractor and all subcontractors of every tier to be DIR Registered at all times during performance of the work is the Contractor's default of a material obligation of the Contractor under the Contract. In accordance with Labor Code § 1771.1(j)(1), where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of § 1725.5, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. Failure of a Contractor or subcontractor, owner, director, officer, or managing agent of the Contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding \$10,000, or both. No time extensions or adjustments in Contract price will be made as a result of delays caused by a Stop Order issued in accordance with this section.
6. **DAILY REPORTS.** Contractor shall prepare a daily construction report recording a description of the work completed for each day; Labor – include employee(s) name, classification, and hours worked; Equipment – include equipment description, make and model, and work completed. Daily reports shall be completed on the attached Daily Report Form (Attachment A), or the form to be provided by the District. All Daily Reports must be included with Invoice(s) when submitted for payment.
7. **CONTRACTOR SUPERVISION.** Contractor shall provide competent supervision of personnel employed on the job, use of equipment and quality of workmanship.
8. **WORKERS.** Contractor shall at all times enforce strict discipline and good order among its workers and shall not employ on the work any unfit or unskilled person. No contact with students is allowed, and proper attire including shirts and safety clothing is required at all time. Any worker whom the District may deem incompetent or unfit shall be dismissed from the work and shall not again be employed on the project without the District's written consent.
9. **SUBSTITUTIONS.** No substitutions of materials specified shall be made without the prior approval of the District.
10. **SAFETY AND SECURITY.** Contractor is responsible for knowing and following federal, state, local, and District rules and regulations pertaining to safety, security, and driving on the campus. Contractor is responsible for securing the work site and its materials, for the protection of its workers and the public, and for posting signs warning against hazards created by the work. 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 its discretion to prevent such threatened loss or injury.
11. **NOISE/DUST.** This is a school environment, and if excess noise, dust or any other disruption of learning activities occurs, Contractor may be required to reschedule the work. No radios or amplified music are allowed at any time.
12. **CLEAN UP.** Contractor shall keep the work site free of debris at all times when work is not actually being performed, remove it from the premises and properly dispose of it. At completion, the site shall be left in broom clean condition. Use of District trash bins is strictly prohibited.

13. **ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA).** All Contract work must meet all regulations set forth in the AHERA rule, which requires District approval of any work that could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.). Contractor must notify District representative of any sawing, grinding, cutting or drilling of any A.C.B.M. in occupied areas of District buildings.
14. **CONTRACT CHANGES.** No changes or alterations to this Contract shall be made without specific prior written approval by the District.
15. **TERMINATION.** District may terminate this Contract upon ten (10) days' notice without cause and Contractor shall only be entitled to compensation based on satisfactorily performed work that is actually accepted by District. District may also terminate Contractor immediately upon a default of this Contract and may withhold from payments due on this Contract the amount necessary to complete the work as scheduled, including but not limited to the costs of a replacement contractor.
16. **INSPECTION.** At all times, District shall have access to the work areas, whether in preparation or in progress, and Contractor shall provide safe and proper facilities for same.
17. **STANDARD OF CARE.** Contractor's services under this Contract shall be performed consistent with that level of care and skill ordinarily exercised by reputable members of the same profession currently practicing in the same locality under similar conditions. If any of its completed products, installations, or services fail to conform to this professional standard, or if property damage occurs (including damage to subsurface utilities or irrigation systems) as a direct result of Contractor's operations, Contractor will, at its own expense, perform all necessary services to correct such defects or arrange for the necessary repairs or restoration.
18. **GUARANTEE.** Contractor shall guarantee the workmanship or service performed against defects or failures of materials for a minimum of one (1) year from delivery of the goods or the final completion date for the work; except that for any and all furniture installation contracts, Contractor shall guarantee the workmanship or service performed against defects or failures of materials for a time period equal to the manufacturer warranty/guarantee period for the specific furniture item(s). All workmanship and materials for all projects must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards. In the event that Contractor must perform work to fulfill this guarantee, the terms and conditions of this Contract will apply to such work.
19. **FORCE MAJEURE.** Each party shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering or performing by act of God, fire, strike, pandemic, epidemic, quarantine, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the non-performing party or its agents.
20. **DOCUMENT CONFLICT; SEVERABILITY.** 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, and District shall not be responsible for any costs/expenses incurred by Contractor due to any delays. Should any contract provision be held invalid, the remainder of this Contract shall remain in full force and effect.
21. **PERMITS/LICENSES.** Contractor and all its employees or agents shall secure and maintain such licenses and permits as are required by law in connection with the furnishing of materials, supplies or services listed herein.
22. **CONTRACTOR STATUS.** Contractor is an independent contractor, and not an officer, employee, or agent of the District, in the performance of this Contract.
23. **LIQUIDATED DAMAGES.** The parties understand and agree that the goodwill, educational process, and other business of District will be damaged if the project is not completed and the improvements cannot be occupied by the Completion Date. The parties have further agreed that the exact amount of damages for failure to complete the work within the time specified is, in some cases, extremely difficult, impractical, or impossible to determine. As to those damages that are difficult, impractical, or impossible to determine, should the Contractor fail to achieve completion of this Contract by the Completion Date, together with extensions granted by the District for unavoidable delays and/or approved change orders, Contractor shall become liable to the District in the amount specified in the Contract per calendar day for each day the Contract remains incomplete beyond the Completion Date, as liquidated damages and not as a penalty. Contractor shall not be charged with liquidated damages when the delay in completion of the work is due to acts of the District. These liquidated damages will compensate the District for its loss of use and the inability to occupy or otherwise utilize the improvements. The District may, without waiving any of its rights, assess liquidated damages after completion of the project. Any money due or to become due to the Contractor may be retained to cover liquidated and other delay damages. Should such money not be sufficient to cover those damages, the District shall have the right to recover the balance from the Contractor or Contractor's sureties, as applicable. Should the District authorize suspension of the work for any cause, the time work is suspended will be added to the time for completion. Suspension of the work by the District shall not be a waiver of the right to claim liquidated or other delay damages as set forth in this section.
24. **OCCUPANCY.** District reserves the right to occupy the building at any time before contract completion, and such occupancy shall not constitute final acceptance of any part of the work covered by this Contract, nor shall it extend the date specified for completion of the work.
25. **PAYMENT.** Contractor shall submit invoices for services and materials provided under this Contract. Invoices for time & materials contracts must be accompanied by itemized receipts. District shall make payment for satisfactorily performed work within 30 days after

acceptance thereof by the authorized District representative. No progress payments shall be made unless specifically called for in the Contract.

26. **LABOR CODE.** Contractor shall comply with the applicable provisions of the Labor Code § 1771, Division 2, Part 7, Ch. 1, including the payment of general prevailing wages, a copy of which is on file in the District's Purchasing Office. Contractor shall maintain, for audit by the District, 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 District upon request.

27. **CERTIFIED PAYROLL RECORDS.** A material obligation of the Contractor under the Contract documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code §§ 1771.4 and 1776 for preparation and submittal of Certified Payroll Records ("CPR"); and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier. Contractor is required to submit CPRs directly to the Labor Commissioner. Pursuant to Labor Code §1771.4(a)(5), the Department of Industrial Relations shall monitor and enforce the obligation of the Contractor and Subcontractors of every tier to pay laborers performing any portion of the work the Prevailing Wage Rate established for the classification of work/labor. This Section 27 shall not apply to projects falling within the Small Project Exemption described herein.

28. **BONDS.** Per Civil Code § 9550, a contractor that is awarded a public works contract involving an expenditure in excess of twenty-five thousand dollars (\$25,000) shall, before commencement of work, give a payment bond. If this project is over \$25,000, Contractor is required to provide Performance and Payment Bonds in an amount equal to 100 percent of the Contract Amount. Bonds must be submitted by a California admitted surety insurer. Contractor shall comply with all applicable bonding requirements set forth in applicable law.

29. **INSURANCE.** Contractor shall not commence work under this Contract until it has obtained the insurance required herein and has submitted proof of such coverage to the District. Contractor shall not allow any subcontractor, agent, or employee to commence work on the Contract without proof of same. Coverage must be secured prior to commencement of work and shall be maintained for the active length of the project.

- a) Workers' Compensation Insurance not less than the statutory limits
- b) Comprehensive Commercial General Liability Insurance with limits not less than \$1,000,000 per occurrence.
- c) Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000 per occurrence for all owned, non-owned and hired vehicles.

The insurance certificates for (b) and (c) must list the District as additional insured, as follows: Mt. San Antonio College, its Board of Trustees, officers, agents, representatives, employees, and volunteers are added as additional insureds. The certificate MUST include a copy of the additional insured endorsement that amends the insurance policy. The insurance certificate should have the project name listed in the description area.

The insurance coverage required hereunder must be maintained by Contractor for the entire term of this Contract. Notification of cancellation of any coverage is required under this agreement and shall not be canceled or non-renewed without 30 days prior written notice to the District.

30. **INDEMNIFICATION.** Contractor agrees to defend, indemnify, and hold harmless the District, its officers, agents, employees, and volunteers from all loss, cost, and expense, including attorney's fees and costs, arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the Contractor, its subcontractors, or those of any of its officers, agents, or employees, whether such act is authorized by this Contract or not; and Contractor shall pay for any and all damage to the District's property, or loss or theft of such property, done or caused by such persons. District assumes no responsibility whatsoever for any Contractor property placed on the premises. Contractor further agrees to waive all rights of subrogation against the District.

The District agrees to defend, indemnify, and hold harmless the Contractor, its officers, agents, employees, and volunteers from all loss, cost and expense arising out of any liability or claims of liability for personal injury, bodily injury to persons, and damage to property sustained or claimed to have been sustained arising out of the activities of the District, its officers, agents, or employees.

31. **ANTI-DISCRIMINATION.** It is District policy that all contractors agree to comply with applicable federal and state laws regarding non-discrimination. Contractor also agrees to require like compliance by all subcontractors employed on the work.

32. **ASSIGNMENT.** 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. In submitting a quote on this public works project, Contractor and/or any subcontractor agreeing to supply goods, services, or materials and entering a contract pursuant thereto, do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract and/or subcontract. This assignment shall be made and becomes effective when the District tenders final payment to the Contractor without further acknowledgement by the parties.

33. **COMPLIANCE WITH LAWS.** Contractor shall give all notices and comply with all federal, state, and local laws, ordinances and regulations, including but not limited to District policies and procedures related to COVID-19 or any other similar pandemic or epidemic, bearing on conduct or work as indicated or specified. If Contractor observes that any of the work is at variance with any such laws, ordinances or regulations, Contractor shall notify District in writing. At District's sole option, any necessary changes to the scope of work shall be made and this Contract shall be amended or terminated effective upon Contractor's receipt of District's written notice. If Contractor performs any work knowing it to be in violation of such laws, ordinances or regulations and without first notifying the District, Contractor shall bear all costs arising there from.
34. **GOVERNING LAW.** The Contract and any attachments or changes thereto represent the entire Contract and shall be governed by and construed in accordance with the laws of the State of California.
35. **ENTIRE AGREEMENT; CONSTRUCTION.** This Contract constitutes the entire agreement between the parties and supersedes any prior or contemporaneous written or oral understanding or agreement and any contrary provisions on packing slips, invoices, or other documents submitted by the Contractor. Any conflict or inconsistency among the components of this Contract shall be resolved by giving precedence in the following order: (1) these Contract Terms and Conditions; (2) all other attachments incorporated into the Contract by reference; and (3) Contractor's offer made in response to the District's solicitation to perform work for the District. For clarity and the avoidance of doubt, if there are other terms and conditions included in an attachment/exhibit to this Contract (such as in a California Multiple Award Schedule Contract or piggy backable contract on which the Contractor's proposal was based) and such other terms and conditions conflict with the terms and conditions here, the conflict shall be resolved by giving precedence to these terms and conditions.
36. **PROVISIONS REQUIRED BY LAW.** Every provision of law and clause required to be inserted into this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein.
37. **TIME.** Time is of the essence in the performance of this Contract.

[END]