

ONTARIO-MONTCLAIR SCHOOL DISTRICT
950 West D Street, Ontario, California 91762

PROPOSAL AND FIELD CONTRACT

Project: _____

THIS CONTRACT made and entered into this ____ day of _____ 2021, by and between, _____ hereinafter called the "CONTRACTOR" and Ontario-Montclair School District, herein after called the "DISTRICT." WITNESSETH: The parties do hereby contract and agree as follows:

1. The CONTRACTOR shall complete all work related to the project in the following amount: _____
2. The term of this contract shall be ____ calendar days from issuance of Purchase Order.
3. Payment Schedule: Payments to be made upon satisfactory completion of and acceptance of work and receipt of invoice.
4. Inspection shall be performed by an assigned representative of the DISTRICT.
5. The Contract includes the terms and conditions as printed and set forth herein. The CONTRACTOR, by executing this Agreement, agrees to comply with such terms and conditions and Purchase Order.
6. The CONTRACTOR shall guarantee all labor and materials used in the performance of this contract for a period of 365 calendar days from the date of acceptance by the DISTRICT.
7. IN WITNESS WHEREOF, the parties hereto have subscribed to this Agreement, including all Contract documents indicated below:
 - ☒ Submission of unconditional waiver and release in substantially the form set forth in California Civil Code section 3262 must be submitted to the DISTRICT within three (3) calendar days from request by DISTRICT.
 - ☒ **CONTRACTOR is required to provide a payment bond using the form provided by the DISTRICT for any project which exceeds \$25,000. Said bond must be from a California admitted surety insurer pursuant to California Civil Procedure Code section 995.120.**
 - ☒ **For project which exceeds \$15,000, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the work performed until Notice of Completion is filed by the District.**
 - ☒ Worker's Compensation Certificate (Must be submitted to DISTRICT prior to commencing work) and proof of liability insurance that id subject site to confirm these materials will not be disturbed during the course of your work.
3. Obtain authorization from the Facilities Planning and Operations Department.

- ☒ Proposal.
 - ☒ Drug Free Workplace certification form.
 - ☒ In accordance with the Subletting and Subcontractors Fair Practices Act, if CONTRACTORS use subcontractors which exceed one-half one percent of the contract amount are required to submit, with its proposal, a Designation of Subcontractors.
 - ☒ CONTRACTOR Fingerprinting Requirements Certification (Must be submitted to DISTRICT prior to commencing work).
 - ☒ Guarantee
 - ☒ **Other: See paragraph 34 Hours of Work**
8. The undersigned certifies that all owners and employees who may come in contact with pupils and are required by California Education Code Section 45125.1 to submit or have their fingerprints submitted to the Department of Justice have now done so, that I have received and reviewed the report and that none of the foregoing have been convicted of a felony as defined in California Education Code Section 45122.1. The Ontario-Montclair School District is entitled to rely upon this representation. Contractor hereby agrees to indemnify Ontario-Montclair School District for any and all claims, damages, suits and liability that arise out of, relate to or is associated with a failure of Contractor to comply with California Education Code Section 45125.1 or with a failure to exercise reasonable care with respect to proper selection and/or supervision of Contractor's employees who may come in contact with pupils.
 9. The undersigned hereby warrants that he/she has an appropriate license, in accordance with the CONTRACTORS' State License Law commencing at California Business and Professions Code section 7000; that such license will be in full force and effect throughout the duration of performance under this contract; and that any and all subcontractors to be employed will have appropriate licenses. Undersigned further certifies under penalty of Perjury in accordance with the State of California that all information submitted in connection with this Field Contract and all representations herein made are true and correct.

CONTRACTOR

ONTARIO-MONTCLAIR SCHOOL DISTRICT

By: _____ Date: _____

By: _____ Date: _____

Print Name & Title: _____

Print Name & Title: Brooke Murray

Address: _____

Title: Director, Facilities Planning & Operations

Phone Number: _____

Phone Number: 909-418-6366

Tax ID or SSN: _____

Contractor State License Number(s) & Expiration Date(s): _____

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TERMS AND CONDITIONS

1. EQUIPMENT AND LABOR:

23. DISTRICT TOBACCO FREE POLICY:

- iii. That, in the event a dispute arises between DISTRICT and CONTRACTOR, whether the conditions materially differ or involve hazardous waste, cause a decrease or increase in CONTRACTOR'S cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

31. SUBSTITUTIONS FOR SPECIFIED ITEMS:

- a.