



Pleasanton Unified School District

CONTRACT FOR LABOR AND MATERIALS

TERMS AND CONDITIONS

THIS CONTRACT made and entered into this 13th day of December, 2019, by and between DRT , hereinafter called the "CONTRACTOR" and the Pleasanton Unified School District, hereinafter called the "DISTRICT".

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

1. In consideration of payment not to exceed the sum of \$28,300.00 to be paid to Contractor by District, Contractor shall perform and complete the following work:

Remove and replace concrete curbs at 8 locations in parking lot at Valley View Elementary School. Per quote dated 7/17/19.

2. Location of the work to be done: Valley View Elementary School, 480 Adams Way, Pleasanton.
3. The term of this contract shall begin December 18, 2019, and be completed by April 15, 2020.
4. This contract includes the terms and conditions attached as numbers 1 thru 25. The Contractor, by executing this contract agrees to accept and comply with such terms and conditions.
5. Inspection and acceptance of the work shall be performed by whoever will be the district representative.

010-8150-0-0000-8110-5604-850-0851-3030



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IN WITNESS WHEREOF, the parties hereunto have subscribed to this Agreement, including all contract documents as indicated below which must be on file with the District prior to the commencement of work.

Received by the Contractor:

- ___ Drawings
- ___ Specifications
- P.O. # _____

Submitted by the Contractor:

- ___ Liability Insurance Certificate
- ___ Worker's Compensation Certificate
- ___ Other Documents

CONTRACTOR DRT Grading & Paving Inc. PLEASANTON UNIFIED SCHOOL DISTRICT

Accepted By: [Signature]

Title: V.P.

Address: PO Box 429 Sunnyvale, CA 94586

License Number: 491406

Expiration Date: 5/31/2020

Accepted By: [Signature]

Title: Coordinator, Purchasing Warehouse and Graphics

1. **LABOR AND MATERIALS:** The Contractor shall furnish all labor, materials, mechanical workmanship, transportation, equipment and services necessary for the completing of work described in this Contract and in accordance with the plan (if any) and other contract documents.
2. **SUB-CONTRACTORS:** Sub-contractors, if any, engaged by the Contractor for the service shall be subject to the approval of the District. Contractor shall be held responsible for all operations of subcontractors and shall require them to maintain adequate worker's compensation and public liability insurance, and comply with Labor Code, Division 2, Part 7, and all other applicable laws pertaining to prevailing wages. All public works subcontractors must be registered with the Department of Industrial Relations in accordance with SB854.
3. **SAFETY AND SECURITY:** It shall be the responsibility of the Contractor to ascertain from, and comply with, the District's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when students are present.
4. **DEFAULT BY CONTRACTOR:** Failure to comply with any of the terms and/or conditions of the Contract shall constitute default by the Contractor.

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5. **GUARANTEES:** The Contractor shall guarantee all labor and materials used in the performance of this Contract for a period of one (1) year from the date of acceptance by the District. Date of acceptance shall be considered date of final payment.
6. **CONTRACT CHANGES:** No changes or alterations to this Contract shall be made without specific written prior approval by the District, and in no event shall the change or alteration exceed ten percent (10%) of Contract and/or Purchase Order.
7. **DOCUMENT CONFLICT:** In any case of conflict between and/or among the contract documents, specifications and drawings and/or actual site conditions, such conflict shall be immediately forwarded by the complaining party to the Deputy Superintendent, Business, whose resolution of the conflict in his or her reasonable discretion shall be final. Said resolution shall be in writing.
8. **WORKERS:**
 - a. Contractor shall at all times enforce strict discipline and good order among employees and shall not employ on work any unfit person or anyone not skilled in work assigned.
 - b. Any person in the employ of the Contractor as an employee or sub-contractor whom the District may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the District.
9. **SUBSTITUTION:** No substitutions for materials specified shall be made without the prior approval of the District.
10. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job and correct use of all equipment employed to do the work. Supervisor shall be on the site at all times.
11. **PROTECTION OF WORK & PROPERTY:** The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights and watchers for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency which is threatening to life or the safety of life, to progress of work or endangers adjoining property, Contractor, with special instruction or authorization from District, is hereby permitted to act, at Contractor's discretion, to prevent such threatened loss or injury. District representative shall be advised immediately if such action has been necessary.
12. **ACCESS TO WORK:** District representatives shall at all times have access to work, wherever and whenever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

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13. **OCCUPANCY:** District reserves the right to occupy buildings and/or use facilities at any time before contract completion and such occupancy shall not constitute final acceptance of any part of work covered by this contract, nor shall such occupancy extend the date for completion of the work.
14. **ASSIGNMENT OF CONTRACT AND/OR PURCHASE ORDER:** The Contractor shall not assign or transfer by operations of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior, written consent of the District.
15. **FORCE MAJEURE CLAUSE:** The parties to this Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, commandeering of materials, products, plants or facilities by the government, when satisfactorily established that the non-performance is not due to the fault or neglect of the party performing.
16. **HOLD HARMLESS CLAUSE:** The Contractor shall hold harmless and indemnify the District, its officers and employees from:
- Any injury to person or property sustained by any person, firm or corporation, employed directly or indirectly by Contractor upon or in connection with performance under this Contract or Purchase Order, however caused;
 - Any injury to person or property sustained by any person, firm or corporation, arising by any means whatsoever from the negligent act, default, or omission of the Contractor or of any sub-contractor, person, firm or corporation, directly or indirectly employed by the Contractor in connection with performance under the contract and/or Purchase Order.
17. **INSURANCE:** The supplier shall maintain at all times adequate insurance to protect the District from claims under Worker's Compensation Acts, and from claims for damages for personal injury, including death, and damage to property, which may arise from operations under the Contract. The Contractor is required to file with the District certificates of insurance naming the Pleasanton Unified School District, its Board, officers, employees, and agents as additional insured parties to the coverage, prior to the start of work for:
- Worker's Compensation and Employer's Liability Insurance.
 - Broad form Comprehensive General Liability Insurance, occurrence coverage, with a combined single limit of liability not less than \$1,000,000.
18. **PAYMENTS:** The District shall pay for services performed or materials delivered under this Contract upon completion of said work to the District's reasonable satisfaction and upon presentation of invoice in triplicate by the Contractor. District representative will provide written approval and acceptance and payment shall be made within a reasonable and proper time, normally within thirty (30) days.

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19. **RELEASE AGAINST LIENS OR CLAIMS:** Contractor shall promptly pay all claims of persons or firms furnishing labor, equipment, or materials used in performing the work hereunder. The District may require Contractor to submit satisfactory evidence of payment and releases of all such claims. If there is any evidence of any unpaid claim, the District may withhold any payment until Contractor has furnished such evidence of payment and release and shall indemnify and defend the District against any liability or loss arising from any such claim.
20. **PERMITS & LICENSES:** The Contractor and all employees or agents shall secure and maintain in force such certificates, licenses and permits as are required for the work and by law, in connection with the furnishing of materials, supplies or services herein listed.
21. **CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF THE DISTRICT:** While engaged in carrying out the terms and conditions of the Contract/Purchase Order, the Contractor is an independent contractor, and not an officer, employee, or agent of the District.
22. **ANTI-DISCRIMINATION:** It is the policy of the Pleasanton Unified School District Board of Education, that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including but not limited to the California Fair Employment Practices Act.
23. **LABOR CODE:** Contractor shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, Ch.1, Article 1-5, including the payment of the general prevailing rate of per diem wages. Approved wage scales are on file in the District's Purchasing Office. All public works contractors must be registered with the Department of Industrial Relations in accordance with SB854.
24. **CLEAN-UP:** Debris shall be removed from the premises. Job-site shall be free of debris at all times when work is not actually being performed.
25. **NO SMOKING:** Pleasanton Unified School District has a "NO SMOKING" policy at all sites. Contractors are responsible to make sure that no one smokes on school district property.



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CERTIFICATE REGARDING WORKER'S COMPENSATION

Labor Code Section 3700 in relevant part provides:

“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 upthrust to write compensation insurance in the 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 the employees.”

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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 the work of this contract.

DATED: 1-8-2020

Proper Name of Contractor: DRT Grading & Paving, Inc.

By: [Signature]

(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.)



**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, 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 subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 1. the **written contract** requires you to provide the additional insured such coverage; and
 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

Primary and Noncontributory Insurance

CNA75079XX (10-16)
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Policy No: 6078948437
Endorsement No:
Effective Date:10/01/19-10/01/20

Insured Name: DRT Grading & Paving, Inc.

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.