

REQUIRED CONTRACT FORMS SECTION

- 1) Agreement
- 2) Contractor Certification (Fingerprinting)
- 3) Contractor's Certificate Regarding Drug-Free Workplace
- 4) Certification Of Safety Program In-Place

AGREEMENT

(to be executed in duplicate)

THIS AGREEMENT is entered into on this 3rd day of April, 2014, in the County of Los Angeles, State of California, by and between the William S. Hart Union High School District hereinafter called the ("District"), 21380 Centre Pointe Parkway, Santa Clarita, CA 91350 and _____, hereinafter called the ("Contractor") having its corporate offices at _____.

The purpose of this Agreement is to establish the terms and conditions under which the District has agreed to purchase professional moving services and packing materials from the Contractor for the "Moving Services District Wide Bid Package Number "WSH14-02A".

The Owner and the Contractor, for the consideration stated herein, agree as follows:

The Agreement shall commence on 04/03/2014 and shall terminate on 04/02/2015, with options to renew by written mutual consent of both parties, for up to four additional one-year periods, or to the extent allowed by law.

Contractor shall provide professional moving services labor and packing materials not to exceed the hourly rates and unit prices per the quotation sheet, and exhibits attached.

The complete Agreement includes, all the Contract Documents including the Notice Inviting Bids, Instructions/Information for Bidders, Contractor's Proposal, Quotation Sheet, Exhibits, Insurance Certificates, General Conditions, Scope of Work, Schedules, all Addenda to the Bid Documents, this Agreement, Bid Package, and all modifications and amendments thereto, by this reference incorporated herein. The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all.

Work required by the Agreement, at a minimum, will conform strictly (not substantially) with (i) good and sound practices within the moving industry; (ii) generally prevailing and accepted industry standards applicable to the Work; (iii) the requirements of any warranties applicable to the Work; and (iv) all Applicable Laws.

The Contractor shall be required to unconditionally comply with all Federal and California laws and regulations and policies as they exist or as amended which are or may be applicable to contracts publicly funded, including those not specifically mentioned in the Agreement.

The Contractor has and shall maintain throughout the term of this Agreement all federal, state and local licenses, permits and certificates necessary to perform this Agreement and declares that it is authorized to do business in the State of California.

The Contractor shall also substantially comply with all District rules, policies or other requirements applicable to presence on District property, including, but not limited to, policies regarding use of drugs, alcohol, and tobacco.

Contractor shall perform everything required to be performed, within the time set forth in the Schedule and in the Instruction/ Information to Bidders section of the bid documents. Contractor shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services as described in the complete Contract and required to complete all the "Work".

District shall pay to the Contractor, as full consideration for the faithful performance of the Contract, invoices submitted, correctly reflecting labor, packing materials, rental and delivery fees authorized by a Purchase Order.

NOTICES AND TERMINATION

This Agreement may be terminated for the following reasons:

- 1) At the sole discretion of the District, without cause, upon providing fifteen (15) days written notice to the Contractor.
- 2) By mutual written consent of the parties.
- 3) At any time with written notice to the other party on a material breach by the other party of any of the provisions hereof.

Any notice relevant to this Agreement may be effectively served upon either the District or the Contractor, one to the other, by delivering such notice in writing, or sending such notice by telegram or certified letter to the address of the recipient as noted on the last page of this Agreement. All notices to be delivered by mail shall be deposited in a United States mail depository with first class postage thereon fully prepaid.

INSURANCE

Prior to commencing the Work, the successful contractor will be required, at his expense, to provide and maintain, for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The Contractor shall procure and maintain for the duration of the contract, the following minimum limits of insurance:

Comprehensive general liability coverage must be no less than \$1,000,000 per occurrence for bodily injury, personal injury & property damage and must include a separate endorsement naming Wm. S. Hart Union High School District as an additional insured.

Automobile Liability insurance coverage must be no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident for bodily injury or disease.

The Contractor shall submit additional documents or certifications, as required by the District and must be submitted before execution of this Agreement.

Pursuant to California Labor Code Section 1861, the Contractor gives the following certification: "I am aware of the provisions of Section 3700 of the Labor Code which requires 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 the work of this Contract."

ADDITIONS TO THE AGREEMENT

This Agreement may be changed or amended by written, mutual consent of the District and the Contractor. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on the parties hereto.

ASSIGNMENT

Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of California, and constitutes the entire understanding between the parties with respect to the subject matter, and supersedes any prior proposals, agreements, promises, negotiations, or representations, whether written or oral, related to the subject matter of this agreement.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT

CONTRACTOR
(exactly as it appears on Cal T license)

William S. Hart Union High School District

By: Erin Lillibridge

By:

Title: Chief Financial Officer

Title:

Date:

Date:

Signature of Authorized Agent

Signature of Contractor

Cal T License No.

Corporate Seal of Contractor
if incorporated

CERTIFICATION OF EMPLOYEE BACKGROUND
Concerning Department of Justice (DOJ) Fingerprint and Criminal Background
Investigation requirements of Education Code Section 45125.1 et seq.

TO:
William S. Hart Union High School District
Attn: Contract Specialist/Purchasing
21380 Centre Pointe Parkway
Santa Clarita, CA 91350
Email: dlemasters@hartsdistrict.org



FROM:
VENDOR _____
Attention: _____
Street Address _____
City, State Zip Code _____
Email: _____

With respect to the Agreement and/or Proposal dated _____ between the **William S. Hart Union High School District ("DISTRICT")** and the individual, company or contractor named above ("**VENDOR,**") for provision of _____ services.

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW:

- ☐ A) The VENDOR hereby certifies to the DISTRICT that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with DISTRICT students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

List below, or attach, all employee(s) names, and the **last 4 digits only of the Social Security number**, that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

Employee(s)	SS#

Employee(s)	SS#

Employee(s)	SS#

~~OR~~WAIVER JUSTIFICATION

- ☐ B) The VENDOR qualifies for a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq.

- ☐ The VENDOR and its employees will have NO CONTACT with pupils. (No school-site services will be provided.)
- ☐ The VENDOR and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas; whether VENDOR/its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [EC 45125.1 (c)]
- ☐ The VENDOR and its employees will have more than LIMITED CONTACT with pupils but will assure that ONE (1) OR MORE of the following methods are utilized to ensure pupil safety. [EC 45125.2 (a)]

--Check all methods to be used:

- ☐ 1) Installation of a physical barrier at the worksite to limit contact with students
- ☐ 2) Continual supervision and monitoring of all employees of the VENDOR by an employee of the VENDOR who has not been convicted of a serious of violent felony as ascertained by the DOJ
- ☐ 3) Surveillance of employees of the VENDOR by school personnel

- ☐ The services provided by the VENDOR are for an "EMERGENCY OR EXCEPTIONAL SITUATION," such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable."
[EC 45125.1(b) & EC 45125.2(d)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and employee list(s) above or attached is accurate. I understand that it is the VENDOR'S sole responsibility to maintain, update, and provide the District with current "Certification of Employee Background" along with the employee list, throughout the duration of VENDOR provided services.

Print or Type Name of Authorized Signer _____

Signature of Vendor _____ Date _____

District Office Use Only	WAIVER REQUEST:	DENIED-- <input type="checkbox"/>
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Approved By: _____ Date _____

Benjamin Rodriguez, Chief Operations Officer

Moving Services District Wide
William S. Hart Union High School District
Project # WSH14-02A

Required Contract Forms

CERTIFICATION REGARDING DRUG-FREE & TOBACCO-FREE WORKPLACE

This Drug-Free & Tobacco-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 Company Name of Contractor (exactly as it appears on CAL T License)

Print or Type Name of Authorized Signer

by

Signature of Contractor

Dated



CERTIFICATION OF SAFETY PROGRAM IN-PLACE

To: William S. Hart Union High School District
21380 Centre Pointe Parkway
Santa Clarita, CA 91350

PROJECT: MOVING SERVICES DISTRICT WIDE

Bid Package Number: WSH14-02A

I understand that, prior to initiating any work in the field, each Contractor is required to develop and fully implement safety program(s), as required by law, to include but not limited to CAL-OSHA requirements.

I hereby certify, as a condition precedent to being allowed to start work in the field, that all required safety programs are, as of this date, in-place and active.

Proper Company Name of Contractor (exactly as it appears on CAL T License)

Print or Type Name of Authorized Signer

by

Signature of Contractor

Dated



(This Certification is to be provided by Contractor prior to start of any work in the field)