

on: To be completed
no later than:
Performed according to the
following schedule:

Time is of the essence in this agreement.

- Job shall be considered complete upon approval of **MVUSD**.
- If contractor's performance is late, Contractor agrees that **MVUSD** shall be damaged in the amount of:

\$_____ (total) or **\$100 per Day**, and that Contractor shall be liable for such sums, which may be credited against any sums owed to Contractor by **MVUSD**.
Agreed to by Contractor. Initial
- It is agreed that Contractor shall perform Job as an independent contractor. This means Contractor shall not work under the direct supervision of **MVUSD** and shall be responsible to **MVUSD** only for the final result.
- If Contractor is injured in the course of performing Job, **MVUSD** shall be exempt from liability for such injuries to the extent allowed by law.
- **Indemnity**
Contractor agrees to defend, indemnify and hold **MVUSD** harmless from any and all liabilities, damages, claims, demands, causes of action and costs to third parties, known or unknown, arising from the Contractor's performance of services under this Agreement.
- **Liability Insurance**
Contractor shall secure and maintain, at its own expense, complete insurance including comprehensive general liability, workers' compensation, automobile liability and errors and omissions coverage, each with policy limits of ***at least (\$1,000,000.00) covering Contractor and its agents, officers and employees, and with an endorsement naming MVUSD and CRM Group as an additional insured under each such policy.***
- If any dispute arises under the terms of this agreement, the parties agree that the dispute shall be settled according to the laws of the State of California.
- Each party shall pay his or her own attorney's fees associated with arbitration or litigation.
- **MVUSD** and Contractor additionally agree that:

Contractor will comply with all markups, plans, specifications, and DSA oversight process, including Geo-technical engineer and/or the DSA Project Inspector. Any provision in this agreement found to be invalid shall have no effect on the validity of the remaining provisions.

- This writing constitutes the entire Agreement between the parties. Any modification to this Agreement is unenforceable unless in writing and signed by both parties. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved by the Governing Board.
- The parties have caused this Agreement to be executed by the persons whose names appear below and who have been authorized to bind the respective parties.

Mountain Valley Unified School District
Superintendent (or Designee):

Signature: Sawyer Contractor: Jacob Signature : Jacob

Date:

Date: