Contract Number:	
Board Approved:	

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	MOUNTAIN VALLEY UNIFIED SCHOOL DISTRICT (MVUSD) 231 Oak Ave / PO Box 339, Hayfork, California 96041
ΞR	VICE CONTRACT
•	The Mountain Valley Unified School District (MVUSD) desires to contract with the following contractor to perform certain services:
	Contractor's Name:
	Address: Employer ID or Social Security #:
	Phone No.:
	License Number: Expiration Date:
•	The services to be performed under this agreement (Job) consist of the following:
•	In exchange for Job, MVUSD agrees Contractor shall be paid a sum equal to ninety-five percent (95%) of the undisputed value of the Work performed, less the aggregate of previous payments; and Owner shall retain the other five percent (5%) of the undisputed value of the Work as retention. Total contract amount:
	If this box is checked, this contract is for construction, alteration, demolition, installation, repair, or
	carpet laying services exceeding \$1000, and contractor agrees to abide by all provisions of California Labor Code Section 1771:
	Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday at overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works. This section is applicable only to work performed under contract and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.
	Agreed to by Contractor: Initial
	Contractor Registered with DIR: Initial Registration Number
	Check here if contract is \$25,000 or more

If box above is checked, my initials verify the contractor has not been debarred from accepting federal funds

Job shall commence

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: Sawadh Contractor: Jacob Signature:			
Date:			
Date:			