

**AGREEMENT**

CSU Vendor ID No. <insert #> Contract No. <insert #>

THIS AGREEMENT, made on <Month XX, Year>, by and between the State of California, acting through the Board of Trustees of the California State University, on behalf of {insert full Campus Name}, hereinafter designated the Trustees, and

Contractor

Address

City, ST Zip

Phone No.; Fax No.; E-mail

hereinafter designated the Contractor.

**WITNESSETH**

1. That the Contractor, in consideration of the covenants and agreements herein contained on the part of the Trustees, covenants, promises and agrees with the Trustees, at his, her, its or their own proper cost and expense, to furnish all labor, materials, and equipment, and to perform all Work necessary to construct and complete in a good workmanlike and substantial manner, and to the satisfaction of the Trustees, the

Job Order Contract No.: <insert #>, at

<insert full Campus Name>,

in accordance with the Contract Documents (as defined in the Contract General Conditions, Article 1, Definitions) as approved by and on file with the Trustees and are made a part of this Agreement by this reference. The Contract is an indefinite quantity contract for the repair and / or construction of the items specified.

The Minimum Contract Amount that must be ordered during the term of the Contract is {insert minimum contract value}.

The Maximum Contract Amount that may be ordered during the term of the Contract is {$3,000,000.00 or insert maximum contract value if lower than $3MM}.

The parties may mutually agree to amend this Agreement in writing to increase the

Maximum Contract Amount up to $3,000,000.00.

The Contractor shall use the following Adjustment Factors for {insert full Campus Name} when submitting individual Job Orders:

Normal Working Hours X.XXXX

Other than Normal Working Hours X.XXXX

Premium Hours X.XXXX

The Contractor agrees to receive and accept the sum designated on each individual Job Order issued pursuant to this Contract as full compensation therefor, and also, unless expressly excepted in the Contract Documents, as full compensation for the following: all loss or damage, arising out of the nature of the Work, or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by the Trustees and for all risks of every description connected with the Work, and for all expenses incurred by or in consequence of the suspension or discontinuance of Work, and for well and faithful completion of the Work in the manner and according to the Contract Documents and the requirements of the Trustees under them. Payment will be made in accordance with the Contract General Conditions, Article 09.00, Payment and Completion.

*Construction Mgmt.*

*J702.01 • 8/22*

Contract No. <insert #>

2. Contractor requested the Small Business Preference and is either a Certified Small Business OR classifies as a Non-Small Business and commits to subcontract at least 25% of the contract value with one or more small businesses. (check only one applicable box below)

                        🞎 Yes – Contractor is a Certified Small Business and this section 2 applies to this agreement OR

                        🞎 Yes – Contractor classifies as a Non-Small Business and subcontracts at least 25% of the contract value to one or more Certified Small Business(es) and this section 2 applies to this agreement OR

                        🞎 No – This section 2 does **not** apply to this agreement.

3. That the Contractor, in accordance with its Bid Proposal documents, agrees to subcontract <insert %> of each job order issued under this Contract (including change orders) to Disabled Veteran Business Enterprises (DVBE).

4. That the Trustees hereby promise and agree with the Contractor to employ, and do hereby employ, the Contractor to provide the materials and do the Work according to the terms and conditions herein contained and referred to, for the sum designated on each individual Job Order issued pursuant to this Contract, and hereby agree to pay the same at the time, in the manner and upon the conditions set forth herein, and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

5. That the one (1) year contract period will start on the earlier of the date specified on the Contract Agreement Notice to Proceed (NTP) or six (6) months after the Agreement is fully executed (signed by all parties hereto). The Trustees may issue this NTP as early as the date the Agreement is fully executed or as late as six (6) months after the Agreement is fully executed. If this Contract Agreement NTP is not issued within the six (6) month period after the Agreement is fully executed, then the one (1) year contract period shall still start on the date that is exactly six (6) months from the date the Agreement is fully executed. Job orders authorized prior to contract expiration and any supplemental job orders required to complete the work as needed to be used for its intended purpose may continue through completion. In no event shall the duration of the Agreement exceed one (1) year. The starting dates for each individual Job Order issued pursuant to this Agreement shall be the date listed in the individual Notices to Proceed issued for said Job Orders. The Contractor agrees to fully complete the Work authorized under each individual Job Order issued, in first class working order and ready for acceptance by the Trustees, on or before the date agreed to in said Job Order. The Contractor will pay to the Trustees the sum of money stipulated per day in said Job Order for each day completion is delayed beyond the time prescribed, in accordance with the Contract General Conditions, Article 08.02, Delay in Completion—Liquidated Damages.

6. That if there is a conflict between the terms of the Proposal Form and the other Contract Documents, the other Contract Documents shall control, and nothing contained herein shall be considered as an acceptance of any terms of the Proposal Form in conflict herewith.

7. a. That contractors are required by law to be licensed and regulated by the Contractor’s State License Board. Any questions concerning a contractor may be referred to the registrar of the Board.

b. That contractors and subcontractors of all tiers, by law, are required to register with the Department of Industrial Relations to bid and contract for public works projects.

8. That any notice to the Trustees may be served effectually upon the Trustees by mailing or delivering it in writing, addressed to the Trustees of the California State University, attention of the official executing this Agreement for the Trustees, at <insert full campus name and full address>.

9. That this Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by electronic mail in “portable document format” (“.pdf”) form or by any other electronic means shall constitute effective execution and delivery of this Agreement and shall have the same effect as copies executed and delivered with original signatures.

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Contract No. <insert #>

IN WITNESS WHEREOF, the parties to these presents have hereto set their hands the year and date first above written.

**CONTRACTOR**

*(State full legal name of business entity; check appropriate box below.)*

Sole Proprietorship Partnership Corporation Limited Liability Co. Other (specify)

*Contractor’s License No. Contractor’s DIR Public Works Registration No.*

*By:*

*Name, Title*

**TRUSTEES**

|  |
| --- |
|  |
|  |
| *By:* |
| *Name, Title Date* |
| *Department* |
|  |  |
|  | *I hereby certify that I have examined the written contract and* |
| UNIVERSITY ACCOUNTING | *find the same to be in accordance with the requirements of the* |
| FUNDING CERTIFICATION | *California State University Contract Law.* |
|  |  |
|  | G. ANDREW JONES |
| *Funding certification is not required for this Agreement. Funding certification shall be provided by the University on each job order that is issued under this Agreement.* | GENERAL COUNSEL |
|  | *By:* |
|  | *Name, University Counsel Date* |

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PAYMENT BOND

Contract No. <insert #>

Know All Persons by These Presents:

THAT WHEREAS, the State of California acting by and through the Trustees of the California State University, hereinafter called the Trustees, has awarded to Contractor

Address

City, ST Zip

as Principal, hereinafter designated as the ”Contractor,” a Contract for the Work described as follows:

Job Order Contract No.: <insert #>,

at <insert full Campus name>

AND WHEREAS, the Contractor is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, and other persons, as provided by law:

NOW, THEREFORE, we the undersigned Contractor and Surety are held and firmly bound unto the State of California through the said Trustees in the amount required by law, in the sum of:

<insert 100% of the awarded maximum contract value>

for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such,

That if the Contractor, his, her, or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons referred to in Civil Code section 9100 or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, that the Surety or Sureties herein will pay for the same, in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought on this bond, the said Surety will pay a reasonable attorney’s fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons referred to in Civil Code section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond. Any such right of action shall be subject to the provisions of Civil Code sections 8608 and 9566.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this day of , 20

CONTRACTOR Contractor Name:

AS

#### PRINCIPAL Contractor Address: (SEAL)

By:

SURETY Surety Name:

Surety Address: (SEAL)

By:

Signatures executed in behalf of the Surety must be properly acknowledged.

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PERFORMANCE BOND

Contract No. <insert #>

Know All Persons by These Presents:

THAT WHEREAS, the State of California acting by and through the Trustees of the California State University, hereinafter called the Trustees, has awarded to Contractor

Address

City, ST Zip

as Principal, hereinafter designated as the ”Contractor,” a Contract for the Work described as follows:

Job Order Contract No.: <insert #>,

at <insert full Campus name>:

AND WHEREAS, the Contractor is required to furnish a bond in connection with said Contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held and firmly bound unto the State of California through the said Trustees in the sum of:

<insert 100% of the awarded maximum contract value>

to be paid to the said Trustees, State or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such,

That if the above bounden Contractor, his, her, or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his, her, its or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the State of California, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this day of , 20

CONTRACTOR Contractor Name:

AS

#### PRINCIPAL Contractor Address: (SEAL)

By:

SURETY Surety Name:

Surety Address: (SEAL)

By:

Signatures executed in behalf of the Surety must be properly acknowledged.

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#### **CERTIFICATION**

Contract No. <insert #>

*Instructions:*

**ALL BIDS AND CONTRACTS MUST BE SIGNED BY AN OFFICER OR EMPLOYEE HAVING THE AUTHORITY TO BIND THE COMPANY OR FIRM.**

*Provide the information requested below, including the type of organization for your firm, such as partnership, limited partnership, corporation, limited liability company, etc., and attach to this form a true and accurate copy of the firm’s official record adopted by the firm’s executives/board that authorizes certain of the firm’s officers or employees to bind the firm. An example of such official record would be a corporate resolution duly adopted by a Board of Directors for a Corporation.*

This is to certify that

1. I am   
    Name and Title of Authorized Signatory (such as John Smith, President)

2) of ; and

Name of Firm

1. the attached official record, which lists only the officers or employees of our firm who are authorized to bind the firm, is a true and accurate copy as duly adopted by the Executives/Board of the firm on .

Date

Signature Date

Firm’s Type of Organization *(see instructions above)*

### IMPORTANT NOTE

(If your firm is a sole proprietorship, you need not complete this form. For all other types of firms, be sure to attach to this certification a copy of firm’s official record authorizing officers or employees of the firm to execute Contract Documents or to execute a bid submittal. If attaching more than one document, modify the form to reflect that fact.)

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