



Travis Unified School District
2751 De Ronde Drive
Fairfield, CA 94533

VHS & TEC FENCING PROJECT AGREEMENT

26-017 Fencing Project, Travis Unified School District

This Agreement is made and entered into this **January 2026** by and between the **Travis Unified School District** ("District") and **Insert Contractor Name** ("Trade Contractor").

The District has agreed to execute an agreement with **Insert Contractor Name** for the furnish, install/replacement and potential disposal of any fencing enclosing both Vanden High School and Travis Education Center within the scope of work for **Travis Unified School District** - located at the following site:

- **Vanden High School** [2951 Markeley Lane, Fairfield, CA 94533]
- **TEC School** [2751 De Ronde Drive, Fairfield, CA 94533]

In accordance with all the terms, provisions and conditions of this **VHS & TEC Fencing Project** Agreement. District and Trade Contractor do mutually agree as follows:

- For full scope of work please reference attachment A at the end of this document
- I. Exclusions: All work not specifically specified within this document and contract approved. Permit allocation; Additional work due to city permit requirements.
- II. Time to Complete and Liquidated Damages: Time is of the essence in this Contract, and time of Completion for the work (the "Contract Time") shall be completed by **August 2026** weather and materials availability permitting.
Failure to Complete the Work within the time and in the manner provided for by the Contract Documents shall subject the Trade Contractor to liquidated damages. The actual occurrence of damages and the actual amount of damages which the District would suffer if the Work were not Completed within the Contract Time are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the District would suffer in the event of such delay include, but are not limited to loss of the use of the Work, disruption of activities, costs of administration and supervision, and the incalculable inconvenience and loss suffered by the public. If the District accepts any work or make any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of Completion and liquidated damages.
- III. Payment: The District agrees to pay the Trade Contractor current funds of **Dollars [\$XXX,XXX.XX]** for work satisfactorily performed at Vanden High School, and **Dollars [\$XXX,XXX.XX]** for work satisfactorily performed at TEC after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof.
- IV. Safety: The Trade Contractor shall take all necessary safety and other precautions to protect property and persons from damage injury or illness arising out of the performance of the work. The Trade contractor must comply with all OSHA requirements, as well as any and all other safety standards and requirements applicable to work. Trade Contractor to provide the District representative with all applicable SDS for the work performed.

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- V. Clean-Up: The Trade Contractor shall keep the Site and surrounding area free from accumulation of waste material or rubbish caused by operations under the Contract. The Site shall be maintained in a safe, neat and orderly condition. If the Trade Contractor fails to clean up as provided in the Contract Documents, the District may do so, without prior notice to the Trade Contractor and the cost thereof shall be invoiced to the Trade Contractor and withheld from progress payments and/or retention. When directed by the District, Trade Contractor and Subcontractor shall dismantle temporary structures, if any, and remove from the Site all construction and installation equipment, fences, scaffolding, surplus materials, rubbish, and supplies belonging to Contractor or Subcontractor.
- VI. Insurance & Indemnification: The Trade Contractor shall provide the insurance set forth in the General Conditions. The amount of general aggregate shall be \$2,000,000, \$1,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$1,000,000 per accident for bodily injury and property damage combined single limit, \$50,000 fire damage and \$2,000,000 umbrella.
- Indemnification. To the extent permitted by law, The Trade Contractor shall indemnify and hold harmless the District, including their officers, agents, employees from an and all claims, demands causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind ("Claims") arising out of Contractor or Subcontractor's operations to be performed under this Agreement for, but not limited to:
- a) Personal injury, including, but not limited to, bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to any employees or agents of Contractor, or any other contractor and/or damage to property of anyone (including loss of use thereof), caused in whole or in part by any act or omission of the Trade Contractor or anyone directly or indirectly employed by the Trade Contractor or anyone for whose acts the Trade Contractor may be liable regardless of whether such personal injury or damage is caused by a party indemnified hereunder.
 - b) Penalties imposed on account of the violation of any law, order, citation, rule, regulation, standard ordinance or statute, caused by the action or inaction of the Trade Contractor.
 - c) Claims and liens for labor performed or material used or furnished to be used on the job or from such claims or liens.
 - d) Any violation or infraction by the Trade Contractor of any law, order, citation, rule, regulation, standard, ordinance or statute relating to the occupational health or safety of employees, including, but not limited to, the use of the District or other's equipment, hoists, elevators, or scaffolds.

The Trade Contractor shall:

- a) At Trade Contractor's own cost, expense and risk, defend all claims as defined in this Section that may be brought or instituted by third persons, including , but not limited to, governmental agencies or employees of Trade Contractor, against the District or their agents or employees or any of them;
- b) Pay and satisfy any judgement or decree that may be rendered against the District arising out of any such Claim; and/or
- c) Reimburse the District for legal expense incurred by any of them in connection herewith in enforcing the indemnity granted in this section and the risk of loss to its equipment, tools,

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materials and those of employees, agents and independent contractors and the Contract Work and shall promptly remedy any damage to the Contract Work, occurring prior to the acceptance, however, that to the extent such damage is caused by the sole negligence or willful misconduct of the District or other agents of the District, Trade contractor shall be reimbursed by District for the cost of remedying such damage.

- VII. Prevailing Wages: The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the District's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor or any subcontractor under the Contractor as a penalty to the District shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for Work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the District, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. Contractor and Subcontractor shall comply with Labor Code section 1776. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. A contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (a defined

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by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

- VIII. Security Bonds: Trade Contractor shall furnish two surety bonds issued by a California admitted surety insurer as follows:
- a) Performance Bond: A bond in an amount at least equal to one hundred percent (100%) of Contract Price as security for faithful performance of this Contract.
 - b) Payment Bond: A bond in an amount at least equal to one hundred percent (100%) of the Contract Price as security for payment of persons performing labor and/or furnishing materials in connection with this Contract.
 - c) Travis Unified School District agrees to pay the filing fee to secure these bonds not to exceed the cost of 3% of the total cost of this project
- IX. Termination: If the Trade Contractor fails or neglects to carry out the work in accordance to the terms noted herein within five calendar days after receipt of written notice to proceed with correction or promptness, the District may, by written notice to the Trade Contractor without prejudice to any other remedy, terminate this Agreement.
- X. Binding Arbitration & Governing Law: Any and all claims and disputes relating to the Agreement are to be subject to arbitration to be held in Fairfield, California and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree on an arbitrator, the parties shall alternately strike names from a list provided by the American Arbitration Association until only one name remains. The arbitrator is authorized to award reasonable attorneys' fees to the prevailing party for the time and expense of arbitration. The arbitrator may also award interest at current market rates, and may award compensatory, consequential, and punitive and other such damages as deem proper.

The Contract shall be governed by and construed in accordance with the laws of the State of California.

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707.437.4604
707.437.8122

Signature (District)

Print (District)

Title (District)

Date

Contractor Name
Street Address
City, State Zip
Phone Number
Fax Number

Signature (Trade Contractor)

Print (Trade Contractor)

Title (Trade Contractor)

Date

Contractor's License No.

License Expiration Date

DIR No.

DIR Expiration Date

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Attachment A Project Scope

Insert Scope of Work Finalized after all Q&A