

EXHIBIT A  
AGREEMENT

THIS AGREEMENT is entered into by and between the SAN DIEGO UNIFIED SCHOOL DISTRICT, a California Public School District hereinafter "District" and STRAIGHT LINE GENERAL CONTRACTORS, INC., "Contractor."

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1. **The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services, and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement solicited under RFQ/P No. CC25-0740-24-00-00 for:

CONSTRUCTION OF SOLAR POWER GENERATION SYSTEMS AT 12 SITES (GROUP D)

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architects SGPA Architecture and Planning and other Contract Documents enumerated in Article 6 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.

2. **Contract Term.** The Work shall be commenced on the date stated in the District's Notice to Proceed; the Contractor shall achieve Substantial Completion of the Work within the Contract Time set forth in the Contract Documents.
3. **Compensation.** Contractor shall be compensated for the performance of its obligations under this Agreement as specified in the executed Pricing Proposal, for the following items:

|                                  |                              |
|----------------------------------|------------------------------|
| Item 1 Hearst Elementary School: | <u>\$1,476,269.56</u>        |
| Item 2 Jones Elementary School:  | <u>\$1,214,295.57</u>        |
| Item 3 Miller Elementary School: | <u>\$2,036,151.42</u>        |
| Allowances:                      | <u>\$890,000.00</u>          |
| <b>Total Contract Price:</b>     | <b><u>\$5,616,716.55</u></b> |

The District's payment of the Contract Price shall be in accordance with the Contract Documents.


4. **Liquidated Damages.** In the event of the failure or refusal of the Contractor to achieve Substantial Completion of the Work of the Contract Documents within the Contract Time, as adjusted, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents.
5. **Termination.** This Agreement may be terminated by the District upon seven (7) days written notice to Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to the District under this Contract.
6. **The Contract Documents.** The documents forming a part of the Contract Documents consist of the following, all of which are component parts of the Contract Documents, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

|   |   |
|---|---|
| Pricing Proposal (Attachment 1 to Exhibit A)                  | Agreement (Exhibit A)   |
| Non-Collusion Declaration (Attachment 2)                      | General Conditions (Exhibit B)  |
| Drug-Free Workplace Certification (Attachment 3)              | Supplementary Conditions, including Negotiated Changes and Clarifications to Contract (Exhibit C) |
| Electronic Signature Acknowledgement Agreement (Attachment 4) | Specifications, Plans, and Appendices (Exhibit D)   |

**Contract No. CC25-0993-24-00-00**  
**RFQ/P No. CC25-0740-24-00-00**

Subcontractors List – For Informational Purposes (Attachment 5)  
 DVB Bidder Declaration (Attachment 6)  
 PSA Letter of Assent (Attachment 7)  
 Guarantee (Attachment 8)  
 Contractor Certification Regarding Background Checks (Attachment 9)  
 List of Employees (Attachment 10)

Technical Proposal (Exhibit E)  
 Construction Schedules (Exhibit F)  
 Labor and Material Payment Bond  
 Performance Bond  
 Addenda Nos. 1 and 2

7. **Electronic Signature.** Contractor/Consultant consents to conducting transactions for this Contract via electronic signature, which will have the same validity and effect as a signature affixed by hand, through an electronic system established and maintained by the District. Contractor/Consultant agrees that designated persons will sign an electronic signature acknowledgment and agreement attached and incorporated by reference on Attachment 4  (Initials).
8. **Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

**CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826**

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

**CONTRACTOR**

**SAN DIEGO UNIFIED SCHOOL DISTRICT**

By:   
 BEA00351429341D  
 (Signature of Company Officer)  
 David A. Williams

By: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_

Date: February 13, 2025

Date: \_\_\_\_\_

Contractor Name: Straight Line General Contractors, Inc.

Address: 4747 Oceanside Blvd Suite C

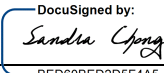
City, State, Zip: Oceanside, CA 92056

Telephone: 760 630-7112

Email: dave@slgcinc.net


**APPROVED AS TO FORM AND LEGALITY**

Approved in a public meeting of the Board of Education of the San Diego Unified School District on Date: \_\_\_\_\_

  
 February 13, 2025  
 Sandra T.M. Chong, Asst. General Counsel II  
 San Diego Unified School District

Marty Stultz, Director of Board Service  
 Board of Education

**APPROVED AS TO CONTENT**

  
 February 13, 2025  
 Gary Stanford, Director Project Management  
 San Diego Unified School District

