

AGREEMENT

THIS AGREEMENT is entered into by and between the **SAN DIEGO UNIFIED SCHOOL DISTRICT**, a California Public School District hereinafter “District” and **SOLPAC CONSTRUCTION INC. DBA SOLTEK PACIFIC CONSTRUCTION COMPANY**, “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 commonly referred to as

WHOLE SITE MODERNIZATION AT TAFT MIDDLE SCHOOL

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architects **WESTBERG + WHITE** 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 Bid Proposal, for the following items:

Base Bid Item 1:	<u> \$11,022,000 </u>
Bid Item 2:	<u> \$724,000 </u>
Bid Item 3:	<u> \$492,000 </u>
Additive Alternate 1:	<u> \$140,000 </u>
Additive Alternate 2:	<u> \$31,000 </u>
Additive Alternate 3:	<u> \$61,000 </u>

Total Contract Price: \$12,470,000

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 thirty (30) 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.

Agreement
Instructions to Bidders
Bid Proposal

Performance Bond
Labor and Material Payment Bond
General Conditions

- | | |
|---|--|
| Subcontractors List | Supplementary Conditions |
| Certification of Workers Compensation | Specifications |
| Prime Contractor's Project Stabilization Agreement Letter of Assent | |
| Non-Collusion Declaration | Contractor Certification Regarding Drug- |
| Free Workplace Certificate | Background Checks |
| Bid Bond | Drawings |
| Guarantee | DVBE/SDVOB Bidder Declaration |
| Bid Addenda Nos. <u>1, 2, 3, 4</u> | |

7. **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: _____
(Signature of Company Officer)

By: _____

(Print Name)

Arthur S. Hanby, Jr., CPPO, C.P.M., CPPB, A.P.P

Title: _____

Title: Strategic Sourcing and Contracts Officer

Date: _____

Date: _____

Contractor Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____ FAX: _____ Email: _____

APPROVED AS TO FORM AND LEGALITY

Approved in a public meeting of the Board of Education of the San Diego Unified School District on _____

Sandra T.M. Chong, Asst. General Counsel
San Diego Unified School District

Cheryl Ward, Board Action Officer
San Diego Unified School District Board of Education