00520

AGREEMENT

THIS AGREEMENT is made and entered into this 4th day of April,

2012, by and between the San Leandro Unified School District (hereinafter referred to as "the District" or "SLUSD"), a political subdivision of the State of California, and

Zolman Construction, Inc.

(hereinafter referred to as "the Contractor"), who state and agree as follows:

WITNESSETH

SECTION 1 – SCOPE OF WORK:

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and materials necessary to perform and complete in a good and workmanlike manner, and in strict accordance with the Contract Documents as defined in Section 7 hereof, the Work of **Bid Package No. 12-03, Muir MS Painting And Lighting Replacement Project** as described in those Contract Documents.

SECTION 2 – TIME OF COMPLETION:

The Work shall be commenced on the date specified in the District's "Notice to Proceed," and shall be fully completed as described in the General Conditions, within the time set forth in the Notice to Proceed, and together with such additional time as may be provided by Change Order.

SECTION 3 – CONTRACT PRICE:

The District shall pay the Contractor for the full and complete performance of this Contract the sum of **NINE HUNDRED AND FIVE THOUSAND DOLLARS ($905,000.00),**

subject to adjustments as provided in the Contract Documents.

SECTION 4 – MONTHLY PROGRESS PAYMENTS:

Monthly progress payments shall be made in accordance with Article 12 of the General Conditions of these Contract Documents.

SECTION 5 – FINAL PAYMENT:

Final payment shall be made in accordance with Article 21 of the General Conditions of these Contract Documents.

SECTION 6 – LIQUIDATED DAMAGES:

Liquidated damages may be assessed against the Contractor in accordance with Article 14.05 of the General Conditions of these Contract Documents and in the amount of **Two Thousand Five hundred Dollars ($2,500.00) per calendar day beyond the Date of Completion, until the Work is finally complete and accepted by the District.**

SECTION 7 – CONTRACT DOCUMENTS:

The entire Contract between the parties hereto consists of the following documents which constitute the "Contract Documents" and are hereby incorporated for reference:

Bid Solicitation
Instructions to Bidders
Preliminary Schedule
Bid Form
Bid Bond
List of Subcontractors
DVBE Participation Forms
Non-Collusion Affidavit
Workers' Compensation Certification
Owner-Contractor Agreement
Performance Bond
Payment Bond
Criminal Background Investigation Certification
General Conditions, Supplementary Conditions, and General Requirements
Technical Specifications
Contract Drawings and Plans
Duly-issued Addenda
Supplemental Instructions and Drawings issued pursuant to General Conditions, Art. 5
Approved Change Orders
Guarantee/Warranty Forms
Project Stabilization Agreement if referenced in the Bid Documents

SECTION 8 – CONTRACTOR'S REPRESENTATIONS:

In order to induce SLUSD to enter into this Agreement, Contractor makes the following representations and warranties:

A. The Contractor acknowledges that SLUSD has designated Song Chin-Bendib, Assistant Superintendent, Business & Operations, to act as its representative and assume all duties and responsibilities, rights and authorities assigned to the District in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. SLUSD has designated O'Conner Construction Management, Inc. to act as Construction Manager to the extent permitted by law. SLUSD may assign all or part of its rights, responsibilities, and duties to Construction Manager but shall always have final authority over all matters pertaining to the Contract. Notwithstanding the forgoing, the Board shall

retain the authority to modify the Contract or accept Work. The District's authorized representative shall have sole signature authority on behalf of SLUSD.

B. The Contractor has visited the site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, site, locality, actual conditions, as-built conditions, and all local conditions and federal, state, and local laws and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year first above written.

Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint is filed within three (3) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, PO Box 26000, Sacramento, California 95826.

BY:

SAN LEANDRO UNIFIED SCHOOL DISTRICT

_____

Song Chin-Bendib, Assistant Superintendent
For Business and Operations

ATTEST:

_____

Secretary, Board of Trustees

(SEAL)

BY:

_____ _____

Contractor (please print) Contractor's License Number

_____

Address

_____ _____

Name of Authorized Signer (please print) Title (please print)

_____

Signature

00520

AGREEMENT

END OF DOCUMENT