CONTRACT FOR REPAIRS, MAINTENANCE OR SMALL CONSTRUCTION PROJECTS

For

___ REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES AWARDED PURSUANT TO THE "INFORMAL BIDDING" PROCEDURES OF THE PUBLIC CONTRACT CODE § 22000, ET SEQ. (THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT ("CUPCCAA")

or

__X__ REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES UNDER $45,000 AWARDED PURSUANT TO CUPCCAA

THIS CONTRACT is made and entered into this 18th day of September, 2015 ("Contract"), by and between ("Contractor") and San Leandro Unified School District ("District"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. Contract Price & Services. After the District has issued a Notice to Proceed, the Contractor shall furnish to the District for a total price of Twenty two Thousand nine hundred seventy Dollars ($ 22,970) ("Contract Price"), the following repairs, maintenance or construction services ("Services" or "Work"):

EXTERIOR PAINTING AT Garfield ES PER EXHIBIT "A".

2. Payment. Payment for the Work shall be made in accordance with the Terms and Conditions attached hereto.

3. Site. Contractor shall perform the Work at ("Premises" or "Site"). The Project is the scope of Work performed at the Site.

4. Contract Time & Liquidated Damages. Work shall be completed by Oct. 30, 2015 ("Contract Time"). Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of Five hundred — Dollars ($ 500.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.

5. Bonds & Insurance.

a. Payment Bond & Performance Bond: Contractor shall not commence the Work until it has provided to the District, a Payment (Labor and Material) Bond and a Performance Bond, in the forms attached hereto, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District. IF CONTRACT PRICE IS LESS THAN $25,000, THIS REQUIREMENT CAN BE WAIVED, IN WRITING, AT THE DISTRICT'S SOLE DISCRETION.

ACCEPTED AND AGREED on the date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Dated: _____, 20___

San Leandro Unified School District

By: _____

Print Name: Aaron Kerrigan

Print Title: Dir. of Facilities + Ops.

Dated: Sept. 23, 2015, 20___

OnPoint Construction Contractor

By: _____

Print Name: Bruce W. Dockter

Print Title: Managing Partner

Information regarding Contractor:

Type of Business Entity:

____ Individual
____ Sole Proprietorship
__X__ Partnership
____ Limited Partnership
____ Corporation
____ Limited Liability Company
____ Other: _____

27-2354051

Employer Identification and/or Social Security Number

NOTE: United States Code, title 26, sections 6041 and 6109 require noncorporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.