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 9th 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 **Forty Four Thousand Nine Hundred and Seventy Six Dollars ($44,976.00)** ("Contract Price"), the following repairs, maintenance or construction services ("Services" or "Work"):

MUIR MIDDLE SCHOOL SECURITY FENCING PROJECT #15-17 PER EXHIBIT "A" (Specs and Plans Previously Sent).

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 **October 16, 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 **Seven Hundred and Fifty Dollars ($750.00)** 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.

b. **Insurance:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance:

Commercial General Liability, with Products and Completed Operations Coverage	$1,000,000 per occurrence; $2,000,000 aggregate
Automobile Liability, Any Auto, Combined Single Limit	$1,000,000 per occurrence; $2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	$1,000,000

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

6. **Project Oversight.** Inspection and acceptance of the Work shall be performed by **Maintenance & Operations** of the Department of the District. The architect for the Project is **(N/A)** ("Architect") and the project manager on the Project is **John F. Howell** ("Project Manager").

7. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions.

8. **Contract Documents.** The Contract Documents include only the following documents, as indicated:

__X__ Bid Form and Proposal
__X__ Bid Bond
__X__ Notice to Proceed
__X__ Terms and Conditions to Contract
__X__ Noncollusion Affidavit
__X__ Prevailing Wage Certification
__X__ Workers' Compensation Certification
__X__ Criminal Background Investigation Certification
__X__ Asbestos & Other Hazardous Materials Certification
__X__ Lead-Product(s) Certification
____ Roofing Contract Financial Interest Certification
__X__ Insurance Certificates and Endorsements
__X__ Performance Bond
__X__ Payment Bond
__X__ Exhibit "A" ("Scope of Work")
____ Plans
____ Work Specifications
_____[Other]

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: Oct. 9, 2015

San Leandro Unified School District

By: _____

Print Name: Aaron Herrigan

Print Title: Dir. of Facilities & Op.

Dated: Oct. 8, 2015

Crusader Fence Co., Inc. Contractor

By: _____

Print Name: Brent Henderson

Print Title: Vice President

Information regarding Contractor:

Type of Business Entity:

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

68-0307629

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.