

# **SANTA ROSA HIGH SCHOOL DISTRICT**

## **PHS Theater Lighting**

### **SECTION 4 AGREEMENT**

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**AGREEMENT**

THIS AGREEMENT is made this 8<sup>th</sup> day of October in Sonoma County, State of California, by and between the **Santa Rosa High School District** (the “District”) and O’Rourke Electric Inc. (the “Contractor”). The District and Contractor may be referred to herein individually as a “Party” and collectively as the “Parties.”

**RECITALS**

- A. District is contracting for **PHS Theater Lighting** (“Project”).
- B. Contractor has been selected as the lowest responsible and responsive bidder to perform the work reinstallation and programming of lighting at the PHS Theater for the Project.
- C. District desires that the Contractor complete the Project in accordance with the terms and conditions set forth in this Agreement and all Contract Documents incorporated herein.

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE 1 - SCOPE OF WORK.** The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled Project:

PHS Theater Lighting

in strict compliance with the Contract Documents as specified in Article 4 below, which shall be free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for the Project.

**ARTICLE 2 - TIME FOR COMPLETION.** The Contractor shall mobilize and commence work on the Project at the direction of District staff. Time is of the essence for this Contract and the Contractor shall complete the Project within the period specified in the Special Conditions and in accordance with the schedule for the Project developed by the District and the Construction Manager, if applicable. Any additional projects will be coordinated between the District and Contractor. In entering into this Agreement, Contractor acknowledges and agrees that the duration stipulated herein is adequate and reasonable for the size and scope of the Project.

**ARTICLE 3 - CONTRACT PRICE.** As full compensation for the Contractor’s complete and satisfactory performance of the work and activities described in the Contract Documents, the District agrees to pay Contractor, and Contractor agrees to accept the sum of One Million Eighty-Three Thousand Five-Hundred and Sixty Dollars (\$1,083,560.00), which shall be paid to the Contractor according to the Contract Documents. Payment and performance bonds are to be issued each in the amount of one hundred percent (100%) of the total amount payment under the Contract. Contractor shall adjust the payment and performance bonds if outstanding work exceeds the original amount of the bonds.

The Contract Price is subject to increases or decreases as provided in the Contract Documents. The District shall pay the Contract Price to the Contractor in accordance with the General Conditions.

**ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT.** The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice to Bidders  
Instructions to Bidders  
Bid Form and Proposal, as accepted  
Bid Bond  
Designated Subcontractors List  
Non-Collusion Affidavit  
Project Warranty  
Agreement  
Performance Bond  
Payment Bond  
General Conditions  
Special Conditions  
Drawings and Specifications  
Notice of Award  
Notice of Proceed  
Workers' Compensation Certification  
Drug-Free Workplace Certification  
Contractor Certification Re Alcoholic Beverage and Tobacco Free Campus Policy  
Contractor Fingerprinting Certification  
Asbestos-Free Materials Certification  
Bidder's Acknowledgement of Project Schedule  
Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Iran Contracting Act Certificate  
CARB Compliance Certification  
Prime Contractor Letter of Assent with Continuity of Work Agreement  
Escrow Agreement for Security Deposit in Lieu of Retention, if applicable  
Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, as issued

All of the above-named Contract Documents are intended to be complementary. Work required by one of the above-named Contract Documents and not by others shall be done as if required by all. This Agreement shall supersede any prior agreement of the Parties.

**ARTICLE 5 - PREVAILING WAGES.** This Project is a public works project subject to prevailing wage requirements and Contractor and its Subcontractors are required to pay all workers employed for the performance of this Contract no less than the applicable prevailing wage rate for each such worker. Contractor acknowledges that the project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations in accordance with Labor Code § 1770 et seq.

**ARTICLE 6 - LIQUIDATED DAMAGES.** Liquidated damages for the Contractor's failure to complete the Contract within the time fixed for Substantial Completion are established in the amount of \$50 per calendar day and as further set forth in the Special Conditions.

**ARTICLE 7 - CONTRACTOR'S LICENSE.** The Contractor must possess throughout the Project the legally-required contractor's license classification for this Project, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named Parties, on the day and year first above written. To the extent that there exists any conflicts or inconsistencies between this Agreement and the General Conditions, the provisions contained in the General Conditions shall govern.

**CONTRACTOR:**

**DISTRICT:**

License No. \_\_\_\_\_

By \_\_\_\_\_  
SANTA ROSA HIGH SCHOOL DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

Governing Board Date \_\_\_\_\_

(Corporate Seal)

**[END OF DOCUMENT]**