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AGREEMENT

THIS AGREEMENT is made this 22nd day of May 2024 in the County where the District is located, State of California, by and between the **SANTA ROSA ELEMENTARY SCHOOL DISTRICT** (the “District”) and George E. Masker, 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 **Albert Biella Elementary School Exterior Painting Project** (“Project”).
- B. Contractor has been selected as the lowest responsible and responsive bidder to perform the work preparing surfaces, protection for surfaces not to be painted, prime, and paint exterior of buildings 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:

Albert Biella Elementary School Exterior Painting Project

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 Hundred Forty-Three Thousand Dollars (\$143,000.00), 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 Intent to Award
- 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
- Escrow Agreement for Security Deposit in Lieu of Retention, if applicable
- Disabled Veteran Business Enterprises
- Project Stabilization Agreement
- 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 One Thousand Dollars (\$1,000.00) per calendar day and as further set forth in the Special Conditions.

