



CONTRACT

This Contract (“Contract”) is made by and between **Santa Rosa City Schools** (“District”) and **Arntz Builders, Inc.** (“Contractor”).

The District and Contractor hereby agree as follows:

1. Description of Work

The Contractor agrees to furnish all labor, materials, equipment, tools, supervision, appurtenances, and services, including transportation and utilities, required to perform and satisfactorily complete all work required for the **Cesar Chavez Language Center HVAC and Roof Replacement** (“Project”) in full conformance with the Contract Documents.

2. Contract Documents

The Contract Documents consist of this executed Contract and all Addenda, all approved change orders, the completed Bid Form, the required bonds and the Insurance forms, the Notice Inviting Bids, the Instruction to Bidders, the Notice of Award, the Notice to Proceed, the General Conditions, and any supplemental conditions, the Technical Specifications, and the Drawings, the completed Bidder’s Questionnaire, Disabled Veteran Business Enterprise Requirements (if applicable), and Owners Contingency Allowance along with a DSA Plan Check.

3. Compensation

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 Twelve Million Fifty-Three Thousand Fifty-Four Dollars (\$12,053,054.00), which shall be paid to the Contractor according to the Contract Documents.

4. Prevailing Wages

This Project is 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. If this Contract is for a public works project over \$25,000 or for a maintenance project over \$15,000, Contractor acknowledges that the project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations in accordance with California Labor Code sections 1725.5 and 1770 *et seq.*

5. Time for Completion

The starting date of the Contract shall be the day listed by the District in the Notice to Proceed and the start of construction on site will commence on June 12th, 2023. The Contractor shall be substantially complete by August 24th, 2023.

6. Liquidated Damages

Liquidated damages for the Contractor’s failure to complete the Contract within the time fixed for completion are established in the amount of \$500 per calendar day.

IN WITNESS WHEREOF, the parties agree to the terms of this Contract on the day and year written below.

Santa Rosa City Schools

Contractor

Company Name

Contractor License No. & Expiration Date

By: _____
Signature

By: _____
Signature

Name: _____

Name: _____

Title

Title

Date

Date

For: _____
Corporation or Partnership

If Corporation, Seal Below: