AGREEMENT FOR CONSTRUCTION SERVICES
(SMALL PROJECTS – ADELANTE I ES ASPHALT PROJECT)

AGREEMENT NUMBER _____

THIS AGREEMENT is made and entered into this 21st day of July, 2022, by and between **Silicon Valley Paving, Inc** ("Contractor") and Alum Rock Union School District ("District") ("Contract").

1. The Contractor shall furnish to the District for a total price of **One Hundred Thirty-Five Thousand Two Hundred Forty-Five and No/100 Dollars ($135,245.00)** ("Contract Price"), the following services ("Services" or "Work"):

   Replace and Repair Asphalt at Central Play Area due to degraded asphalt at Adelante I ES, as described in the Scope of Work, attached as Exhibit "A".

   The Contract Price is comprised of and includes the indicated, accepted Alternates:

   $116,950.00 Base Bid (Base Bid LS)
   $ 3,000.00 Remobilize (Additive Alternate 1*)
   $ 3,000.00 Swing Shift (Additive Alternate 2*)
   $ 12,295.00 Contingency (Owner Contingency)**
   $135,245.00 Total Contract Price

   *Additive Alternates #1 and #2, are included in the Total Contract Price, however in order to implement the Alternate work the District must issue a notice of acceptance in writing, accepting the Additive and/or Deductive Alternates. If District does not issue a notice of acceptance in writing, then the Additive Alternates shall **not** be accepted and will be returned to District by Credit Change Order.

   ** Contingency is included in the Total Contract Price. The Contingency is the Owners Contingency. The Contingency may be used for unforeseen, design error/omissions, or owner added work, however the District must issue a notice in writing of any amount approved, including a description of the scope of work to be completed and a detailed listing of the cost of that work. Any remaining uncommitted Contingency shall be returned to District by Credit Change Order.

2. Contractor shall perform the Work at 2999 Ridgemont Dr, San Jose, CA 95127 ("Site"). The "Project" where the work will take place to repair and Replace Asphalt, described in the Scope of Work in **Exhibit "A"**, to be performed at the Sites.

3. Work shall be completed within **Fourteen (14)** consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed to Start Construction.

   It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents (as defined herein) including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect ("DSA") for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

4. 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 And No/100 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. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

6. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

_X_ Notice to Bidders	____ Lead-Product(s) Certification
_X_ Instructions to Bidders	____ Roofing Project Certification
_X_ Bid Form and Proposal	_X_ Registered Subcontractors List
_X_ Bid Bond	_X_ Insurance Certificates and Endorsements
_X_ Non-collusion Declaration	_X_ Performance Bond
____ Iran Contracting Act Certification	_X_ Payment Bond
____ Designated Subcontractors List	_X_ Specifications
_X_ Notice to Proceed	_X_ Plans
_X_ Prevailing Wage Certification	_X_ Special Conditions
_X_ Workers' Compensation Certification	_X_ Exhibit "A" ("Scope of Work")
_X_ Criminal Background Investigation / Fingerprinting Certification	____ Federal Debarment Certification
_X_ Drug-Free Workplace Certification	____ Byrd Anti-Lobbying Certification
_X_ Tobacco-Free Environment Certification	_X_ COVID-19 Vaccination / Testing Certification
____ Asbestos & Other Hazardous Materials Certification	____ _____ [Other]
	____ _____ [Other]

7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.

8. Payment for the Work shall be made in accordance with the Terms and Conditions.

9. The Design Professional In General Responsible Charge for the Project is NOT APPLICABLE (DSA IR-22 work) ("Architect"), the construction manager on the Project is Sixth Dimension PMCM, Inc. ("Construction Manager"), and the project inspector on the Project is NOT APPLICABLE (DSA IR-22 work) ("Project Inspector"). Contractor hereby acknowledges that the Architect, the Construction Manager, the Project Inspector, and the Division of the State Architect have authority to approve and/or suspend Work if the

Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

10. Inspection and acceptance of the Work shall be performed by **Ed Villareal Jr., Director of MOT Department of the District or their designee.**

11. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

District	**Contractor**
Alum Rock Union School District ATTN: KOLVIRA CHHENG SUBJECT: B2223-Bonds07 2930 Gay Avenue San Jose, CA 95127 EMAIL:kolvira.chheng@arusd.org	**Silicon Valley Paving, Inc** **ATTN:** _____ **[ADDRESS]** **[FAX]** **[EMAIL]**

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the District's written approval of the Work.

13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2022

ALUM ROCK UNION SCHOOL DISTRICT

Signature: _____

Print Name: _____

Print Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Dated: July 19, 2022, 2022

SILICON VALLEY PAVING, INC.

Signature: _____

Print Name: Todd Slyngstad

Print Title: President

License No.: #732923

Registration No.: 1000005040

Address: 1050 Commercial St.Suite 101, San Jose, CA 95112

Telephone: (408) 286-9101

Facsimile: (408) 286-2488

E-Mail: todd@svpinc.com

Information regarding Contractor:

Type of Business Entity:
_____ Individual
_____ Sole Proprietorship
_____ Partnership
_____ Limited Partnership
__X__ Corporation, State: California
_____ Limited Liability Company
_____ Other: _____

770503684 :
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

[REMAINDER OF PAGE INTENTIONALLY BLANK; TERMS AND CONDITIONS FOLLOW]