

**SECTION 00 52 16 – AGREEMENT FOR IMPROVEMENTS**

THIS CONTRACT made in four (4) copies on this 18th day of April in the year 2025 BY AND BETWEEN the Cambrian School District, City of San Jose, Santa Clara, California, hereinafter called the District and (JL Construction) hereinafter called the CONTRACTOR.

(Contractor's License No. 761270)

WITNESSETH: That the District and Contractor for the considerations hereinafter named agree as follows:

**ARTICLE 1**

SCOPE OF WORK: The Contractor agrees to furnish all labor, services, materials, installations, cartage, hoisting, supplies, insurance, equipment, scaffolding, tools, and other facilities of every kind and description required for the complete, prompt, and efficient performance of all work as described in Bid Package, as indicated on the plans, drawings and specifications and as described in the Project Manual entitled: Extended Care Modular Classroom Building H (Increment #1 and #2) Steindorf K-8 STEAM School prepared by Finney Architects, Inc., acting as and in these Contract Documents entitled the Architect; and shall do everything required by this Agreement, the Specifications and, Drawings and Addendum and Contractor's Bid for improvements.

**ARTICLE 2**

TIME FOR PROJECT COMPLETION: All work under this Contract shall be completed in accordance with the following schedule: Begin all construction June 18, 2025 and end all construction January 15, 2026.

**ARTICLE 3**

THE CONTRACT SUM: The District shall pay the Contractor for the performance of this Contract, subject to the additions and deductions provided herein, the sum of Two Million four hundred ninety six thousand five hundred sixty nine DOLLARS (\$2,496,569). All applicable taxes and licenses are included.

**ARTICLE 4**

PROGRESS PAYMENTS: Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the District shall make progress payment on account of the Contract Sum to the Contractor as provided in the General Conditions.

Extended Care Modular Classroom Building H (Increment #1 and #2)  
Steindorf K-8 STEAM School  
Cambrian School District  
FA Project No. 23058

## **ARTICLE 5**

**PERFORMANCE RETENTION:** Contractor may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.

## **ARTICLE 6**

**PREVAILING WAGE:** The Contractor and all Subcontractors under it shall pay all laborers, workers, and mechanics on all work included in this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are available from the District or on the Internet at: <<http://www.dir.ca.gov>>. The Contractor and all Subcontractors shall be required to submit certified payrolls indicating compliance with the prevailing wage rates for all labor performed as a condition of progress and final payments.

## **ARTICLE 7**

**RECORD AUDIT:** In accordance with Government Code §10532, records of both the District and the Contractor shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

## **ARTICLE 8**

**CERTIFICATIONS:** Attached hereto are all documents as indicated in The Notice of Award (Section 00 51 00), in proper number, fully executed and notarized, if required.

## **ARTICLE 9**

**FINAL PAYMENT:** Final payment constituting the entire unpaid balance of the Contract Sum, shall be paid by the District to the Contractor 35 days after a Notice of Completion has been recorded, provided the Work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Construction Manager.

## **ARTICLE 10**

**THE CONTRACT DOCUMENTS:** The Contract Documents consist of this Agreement, the Project Specifications, drawings, addenda issued prior to execution of this Agreement, the Contractor's Bid for Improvements, other documents listed in this Agreement and modifications issued after the execution of this Agreement. A modification is a written amendment to the Contract, a Change Order, or a Construction Change Directive approved by the District. These form the Contract and are incorporated into this Agreement by reference as though fully set forth herein. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations or agreements, either written or oral. Any modification or amendment shall be in writing and signed by all parties.

## ARTICLE 11

**Liquidated Damages:** The State of California Government Code, Section 53069.85 provides that Public Work projects may establish time limits within which the whole or any specified portion of the work contemplated shall be completed, and that for each day the schedule is delayed beyond the specified time, the delaying Contractor shall pay to such agency involved a specified sum of money to be deducted from any payment due or to become due to the Contractor.

Execution of the contract under these specifications constitutes agreement by the District and the Contractor that the sum stipulated is the minimum value of the costs in actual damages caused by failure of the Contractor to conduct his work within the allotted time, and that such sum is for liquidated damages and should not be construed as a penalty, and that such sum may be deducted from payments due the Contractor. If it exceeds the amount due the Contractor, the Contractor shall owe the District the liquidated damages amount above the sum due the Contractor and Contractor's sureties also shall be liable, if such delay occurs. In accordance with said Government Code §53069.85, the undersigned hereby agrees that if all work is not completed as set forth in the Contract Documents, or as specifically extended by written consent of the District, the Contractor will pay to the District the sum of:

### Liquidated Damages

Contract Values	Per phase per Calendar Day
Up to \$15,000	\$600.00
\$15,000 to \$100,000	\$1000.00
\$100,000 to \$1,000,000	\$1500.00
<b>\$1,000,000 and over</b>	<b>\$2000.00</b>

## ARTICLE 12

**BACKGROUND CHECK:** Contractor agrees to comply with all provisions of Education Code §45125.1. Contractor shall conduct criminal background check as required by law and will certify that no employees who have been convicted of serious or violent felonies as specified, will have contact with pupils, pursuant to this Agreement. Contractor must provide the District with a list of all employees providing services pursuant to this Agreement, and designate to which sites they will be assigned. Failure to comply with this law may result in, at District's sole discretion, termination of this Agreement.

Extended Care Modular Classroom Building H (Increment #1 and #2)  
Steindorf K-8 STEAM School  
Cambrian School District  
FA Project No. 23058

**SIGNATURE PAGE:**

CONTRACTOR:

Dated: \_\_\_\_\_

J.L. Construction

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

DISTRICT:

Dated: \_\_\_\_\_

**CAMBRIAN SCHOOL DISTRICT**

By: \_\_\_\_\_

Name:

Title:

Address:

END OF SECTION