

## CONTRACT

This Contract ("Contract") is made by and between the Alameda Unified District ("District"), and Pinguello Construction Inc. ("Contractor").

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 following project ("Project") in full conformance with the Contract Documents:

2. Contract Documents

The Contract Documents consist of the 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 Instructions to Bidders, the Notice of Award, the Notice to Proceed, the General Conditions and any supplemental conditions, the Technical Specifications, the Drawings, the completed Bidder's Questionnaire, Disabled Veteran Business Enterprises Requirements (if applicable).

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 **Seventy-Five - Thousand** Dollars (\$ 75,000), 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. Contractor acknowledges that the project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations in accordance with SB 854.

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 Contractor shall fully complete all the work on or before **July 31, 2015**. Time is of the essence in the performance of this Contract.

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 \$ **One-Thousand (\$1,000)** per calendar day.

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

\_\_\_\_\_  
District

\_\_\_\_\_  
Contractor

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
Contractor License No.  
and Expiration Date

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Individual Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For: \_\_\_\_\_  
Corporation or Partnership

If Corporation, Seal Below.