

SECTION 00 53 00

THIS AGREEMENT (“Agreement”) IS MADE AND ENTERED INTO THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2021, by and between EASTSIDE UNION SCHOOL DISTRICT (“District”) and  
\_\_\_\_\_ (“Contractor”)

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

**PROJECT:**  
**Student Restroom Upgrade Project No. 10-2024TBSRU**  
**Bid No. RFP102024TBSRU**  
**Tierra Bonita Elementary School**

(“Project” or “Contract” or “Work”)

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

2. **The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
3. **Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the Architect for interpretation. If a conflict exists in the Contract Documents, change orders, beginning with the most recent, shall control over this Agreement (if any), which shall control over addenda, which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over Architect/Engineer Field Directives, which shall control over Instructions to Bidders, which shall control over Notice to Bidders, which shall control over the General Conditions, which shall control over the Specifications, which shall control over large-scale drawings, which shall control over small-scale drawings, which shall control over the Division 1 Documents, which shall control over Division 2 through Division #16 documents, which shall control over figured dimensions. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the Architect in the matter shall be final.

- a. At any point in the Contract Documents where the language of a Contract Document is contrary to a statutory requirement, the language of the statute shall control.
4. **Time for Completion:** It is hereby understood and agreed that the work under this contract shall be completed by January 10, 2025. From the date specified in the District's Notice to Proceed.
5. **Completion-Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Seven Hundred Fifty Dollars (\$750) per calendar day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** Eastside Union School District has elected to implement an Owner Controlled Insurance Program (OCIP). The District will provide certain insurance coverage to all eligible enrolled contractors. The OCIP coverage includes general liability, workers' compensation, contractor's pollution liability and builder's risk. Keenan & Associates, as Program Administrator, shall administer the OCIP on behalf of the District. All contractors/subcontractors are required to participate and enroll in the OCIP unless they are deemed ineligible.
8. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Agreement, the District may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to



16. **Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

**CONTRACTOR**

**DISTRICT**

\_\_\_\_\_

EASTSIDE UNION SCHOOL DISTRICT

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

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

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

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

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby, must be attached hereto.

END OF SECTION