

## 09-CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated April 29, 2020, in the County of Kern, State of California, is by and between the Bakersfield City School District ("OWNER") and Perez Asphalt Construction, Ltd ("CONTRACTOR").

For the consideration stated in this Agreement, OWNER and CONTRACTOR agree as follows:

1. Contract Documents. The complete Agreement includes all of the Contract Documents as defined in the General Conditions and any other documents comprising any portion of the bid package, and all modifications, addenda, and amendments of or to any of these documents, all of which are incorporated by reference into this Agreement. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
2. Scope of Performance. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services described in the Contract Documents and required for construction of Additional Site Improvements for Dr. Martin Luther King Junior Elementary School, Bid Package #NP03, Asphalt and Striping [description of work].

All of the work to be performed and materials to be furnished shall be completed in a good workmanlike manner in strict accordance with the Plans, Drawings, Specifications and all provisions of the Contract Documents as defined above. CONTRACTOR shall be liable to OWNER for any damages arising as a result of a failure to fully comply with this obligation, and CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of OWNER, the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents CONTRACTOR from fully complying with the requirements of the Contract Documents, and unless CONTRACTOR protests at the time of the alleged prevention that the act or omission is preventing CONTRACTOR from fully complying with the Contract Documents. The protest shall not be effective unless reduced to writing and filed with OWNER within three working days of the date of occurrence of the act or omission preventing CONTRACTOR from fully complying with the Contract Documents.

3. Contract Price. Subject to any additions or deductions as provided in the Contract Documents, as full consideration for the faithful performance of the contract OWNER shall pay to CONTRACTOR the sum of One Hundred Fourteen Thousand Seven Hundred and 00/100 Dollars \$114,700.00.

4. Construction Period. The work shall be commenced on or before the fifth day after receiving OWNER's Notice to Proceed and shall be completed within seventy-six (76) consecutive calendar days from the date specified in the Notice to Proceed.

PREMIUM IS FOR CONTRACT TERM  
AND IS SUBJECT TO ADJUSTMENT  
BASED ON FINAL CONTRACT AMOUNT.

BOND NUMBER: 602-127531-9  
PREMIUM: \$2,868.00  
DUPLICATE ORIGINAL

### 13-PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the BAKERSFIELD CITY SCHOOL DISTRICT (referred to as "Owner"), has awarded to Perez Asphalt Construction LTD (referred to as "Contractor/Principal") a contract for the work described as follows: Additional Site Improvements for Dr. Martin Luther King Jr. Elementary School .

NOW, THEREFORE, we, the Contractor/Principal and United States Fire Insurance Company, as Surety, are held firmly bound unto Owner in the penal sum of \$ One Hundred Fourteen Thousand, Seven Hundred Dollars and 00/100 Dollars (\$ 114,700.00), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Contractor/Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract and any alteration thereof, made as therein provided, including but not limited to the provisions regarding contract duration, indemnification, and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of 1 year(s) after the acceptance of the work by the Owner, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Owner from loss or damage made evident during the period of 1 year(s) from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety under this bond shall continue so long as any obligation of Contractor/Principal remains.

Whenever Contractor/Principal shall be, and is declared by the Owner to be, in default under the contract, the Owner having performed the Owner's obligations under the contract, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, an upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the Owner, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable under this Performance Bond, the amount set forth above. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor/Principal by the Owner under the



contract and any modifications to it, less the amount previously paid by the Owner to the Contractor/Principal.

Surety expressly agrees that the Owner may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor/Principal.

Surety shall not utilize Contractor/Principal in completing the contract nor shall Surety accept a bid from Contractor/Principal for completion of the work if the Owner, when declaring the Contractor/Principal in default, notifies Surety of the Owner's objection to Contractor/Principal's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors or assigns of the Owner. Any suit under this bond must be instituted within the applicable statute of limitations period.

FURTHER, for value received, the Surety hereby stipulates and agrees that no change, extension of time, alternation, or modification of the Contract Documents, or of the work to be performed under them, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration, or modification of the Contract Documents or of work to be performed under them.

Contractor/Principal and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay Owner's reasonable attorney's fees incurred, with or without suit, in addition to the above amount.

Any claims under this bond may be addressed to:

**Name and address of Surety:**

United States Fire Insurance Company  
305 Madison Avenue, Morristown, NJ 07962

**Name and address of agent or representative in California, if different than above:**

Surety 1 / Assured Partners, Inc.  
3225 Monier Circle, Ste. 100, Rancho Cordova, CA 95742

**Telephone number of Surety, or agent or representative in California:**

Surety Phone: (973) 490-6600  
Agent Phone: (916) 737-5723

IN WITNESS WHEREOF, we have hereto set our hands and seals on this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[SEAL]

CONTRACTOR/PRINCIPAL  
Perez Asphalt Construction LTD

By \_\_\_\_\_  
Signature

Kelly Edwards  
Type or Print Name Above

Perez Asphalt Construction LTD

Vice President

\_\_\_\_\_  
Type of Print Title Above

SURETY

United States Fire Insurance Company

By \_\_\_\_\_

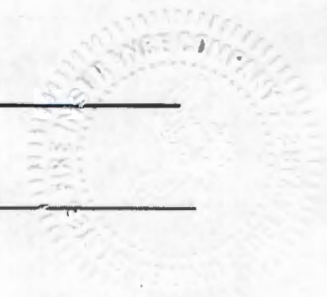
Signature

John Page

\_\_\_\_\_  
Type or Print Name Above

Attorney-In-Fact

\_\_\_\_\_  
Type of Print Title Above



[SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY]