

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement is entered into as of *June 8, 2017*, by and between the Perris Union High School District ("District"), a California public school district, and *Ron Guidry Floor Covering, Inc. dba Progressive Surfacing* ("Contractor"), a corporation. In consideration of their respective rights and obligations pursuant to this Construction Services Agreement, the District and the Contractor agree as follows:

Section 1. Project. This Construction Services Agreement applies to the following Project:
Bid #052617 Heritage High School Flooring Replacement Project

Section 2. Scope of Work. The Contractor shall furnish any and all labor, materials, equipment, tools, utilities, temporary facilities, transportation, goods and other services and things necessary for full completion of all construction and other services required in accordance with the Contract Documents for the Project ("Work").

Section 3. Component Parts of the Contract. This Construction Services Agreement is but one component of the Contract that sets forth the complete understanding and agreement of the District and the Contractor with respect to the performance of the Work. The Contract is composed of all of the Contract Documents, as may be amended in accordance with their provisions, and each such document is hereby incorporated as an operative and effective part of the Contract. The Contract Documents shall be deemed and construed to be complementary and an integrated whole. Any requirement or provision set forth in one Contract Document, but not in one or more of the other Contract Documents, shall be interpreted as if set forth in or applicable to all Contract Documents. The Contract Documents include, but are not limited to, all of the following

- (i) Notice Inviting Bids;
- (ii) Instructions For Bidders;
- (iii) All completed and executed Required Bidding Forms, excluding the Bid Label and the Bid Bond;
- (iv) All completed and executed Required Contract Forms;
- (v) All completed and executed Required Project Forms;
- (vi) The Construction Services Agreement;
- (vii) The General Provisions;
- (viii) The Special Provisions;
- (x) All Specifications and Scope of Work;
- (xi) All Drawings;
- (xii) Addenda No. 1
- (xiii) The Construction Schedule;
- (xiv) The Notice to Proceed;
- (xv) All issued Architect Field Directives;
- (xvi) All issued Construction Change Directives; and
- (xvii) All completed and executed Change Orders.

Section 4. Contract Time. The Contractor shall mobilize and commence the Work on June 10, 2017. The Library shall be fully completed by no later than July 1, 2017. The Kennedy Building shall be fully completed by no later than July 29, 2017. The Contractor shall complete the entire Project including all cleaning by no later than August 1, 2017. The site will be walked by the District and the Contractor for punch-list items on August 2, 2017. Pursuant to Section 15 of the Special Provisions, liquidated damages may be assessed for each day in excess of these phases of the Project.

Section 5. Contract Price. As full consideration for the full and faithful performance by the Contractor of each and all of its obligations pursuant to the Contract, the District shall pay to the Contractor the total amount ("Contract Price") of: *Seven Hundred Ninety Nine Thousand Nine Hundred Ninety Five* dollars (\$799,995.00). The Contract Price is subject to increase and/or decrease as provided in the Contract Documents. The District shall pay the Contract Price to the Contractor in accordance with the General Provisions.

Section 6. Contingency. The District will pay up to *Fifty Thousand dollars* (\$50,000.00) for weekend and/or overtime work if determined necessary to complete the project by August 1, 2017.

Section 7. Defined Terms. Capitalized terms used, but not defined, in this Construction Services Agreement shall have the meanings ascribed to such terms in other of the Contract Documents.

Section 8. Due Authority of Signatories. Each person signing this Construction Services Agreement on behalf of a party (either the District or the Contractor) represents and warrants that he or she has been duly authorized by such party to sign, and thereby bind such party to, this Construction Services Agreement and the Contract of which this Construction Services Agreement is a component part.

In witness whereof, the District and the Contractor have executed this Construction Services Agreement by and through signature of their respective duly-authorized representatives, as set forth below.

Perris Union High School District

Ron Guidry Floor Covering, Inc. dba Progressive Surfacing

(District)

(Contractor)

By: _____
Print Name: _____
Print Title: _____
Date Signed: _____

By: _____
Print Name: _____
Print Title: _____
Date Signed: _____