

Central Unified
4605 N. Polk Avenue
Fresno CA 93722

(559) 274-4700

FAX: ()

cc: Dina Bies
cc: Karen H.
cc: Maria Santos

Invoice To:

.CENTRAL UNIFIED SCHOOL DISTRICT
ACCOUNTS PAYABLE(559-274-4700)
4605 N POLK
FRESNO CA 93722-5334

Ship Prepaid To:

6300 - CENTRAL USD INSTRUCTIONAL
R. DOYLAND 559-274-4700x63191
5652 W. GETTYSBURG
FRESNO CA 93722-0000

Purchase Order No.

The number below MUST appear
on all invoices, pkgs., etc.

195420

P.O. Date: 02/12/2019

Req Date: 02/12/2019

TO:

VE# 12105 FAX# (408) 279-9933 Phone# (408) 279-9922

AG-CON CONSTRUCTION INC
580 HARRISON STREET
SAN JOSE CA 95125

Remit To:

AG-CON CONSTRUCTION INC
580 HARRISON STREET
SAN JOSE CA 95125-

Quantity Ordered	Unit of Measure	Description of Articles or Service	Unit Price	Total Cost
1	Each	CTEIG-Ag West-GreenHouse Construction for Central High School West-See attached backup Ref: PO-186151 CDE & FCSS Approved	\$48,273.00	\$48,273.00
1	Each	Bond "SPECIFIC" PO - VALID UNTIL JUNE 30, 2019 INVOICE NOT TO EXCEED PO AMOUNT FREIGHT DELIVERIES BY APPT ONLY DELIVERIES NOT SHIPPED TO "SHIP PREPAID" ADDRESS WILL BE REFUSED. PO SUBJECT TO PO TERMS AND CONDITIONS - see www.centralunified.org **VENDOR MUST CHECK-IN AT MAIN OFFICE	\$1,689.00	\$1,689.00
			Sub Total:	\$49,962.00
			Discount:	\$0.00
			Tax:	\$0.00
			P.O. Total:	\$49,962.00

Requested By:	RobinD	Authorized By:	tt	Requisition #:	195638
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Fu---Re---Y-G1---Fn---Ob-----Si--RP---Mg
0100-63870-0-3800-8500-620011-801-6300-6330

Amount
\$49,962.00

1. If unable to fill order or invoice exactly in accordance with description, unit and price hereon, do not ship. Advise us.
2. If price is omitted on order it is agreed that your price will be the lowest prevailing market price.
3. Orders not received on date specified may be cancelled by us.
4. Goods subject to our inspection on arrival.
5. There must be a separate invoice for each purchase order.
6. On orders F.O.B. Shipping Point prepay shipping charges, add to invoice, and attach paid freight bill as evidence of prepayment charges.
7. All materials, supplies and equipment must comply with requirements of the California Occupational Safety and Health Act and all electrical equipment must comply with three wire grounding requirements.

Approved

FEB 19 2019



License number: 750769

DIR #1000008500



CONSTRUCTION CONTRACT #3511

THIS AGREEMENT is made and entered into effective 2/15/19 between Central Unified School District, (hereinafter called "Owner" or "Customer"), whose address is 4605 N. Polk Ave., Fresno, CA 93722 and Ag-Con Construction, Inc., (hereinafter called "Contractor" or "Ag-Con"), whose address is 580 Harrison Street, San Jose, CA 95125. The "Construction Lender" (if any) is _____.

1. Description of the Work: The Contractor agrees to perform those services described in the Ag-Con Proposal dated 1/11/19, (hereinafter called "The Project") upon the following described real property: Central West High School, 2045 N. Dickenson, Fresno, CA 93723.
2. Plans Specifications, and Permits: Contractor agrees to perform those services described in the Proposal dated 1/11/19, as set forth in Exhibit A (The "Proposal") and the project will be completed according to the plans and specifications of The Proposal delineated in Paragraph #1 above. The Proposal described above is incorporated by reference herein. Owner will obtain and pay for all construction permits required and Owner will pay assessments and charges required by public bodies and utilities for financing or repaying the cost of sewers, storm drains, water service and other utilities, including sewer and storm drain reimbursement charges, revolving fund charges, hook-up charges and the like.
3. Payment: Owner will pay Contractor the sum of \$ 49,962.00. Where payments are to be made through a construction lender or a "builder's control", Owner represents and guarantees that the construction loan fund is sufficient to pay the contract price and for all extra work which may be ordered by Owner, and Owner will do everything necessary to expedite all payments. Owner hereby irrevocably authorizes construction lender to make all payments when due directly to Contractor or its assignee.

Invoices for progress payments will be issued monthly. They will be due upon presentation and acceptance of work. Should payment not be received within 30 calendar days, interest will be charged at 1 ½% per month or 18% per annum. Should payment not be timely received, Customer agrees to pay all legal and/or collection fees resulting therefrom.

4. Delays: The Contractor shall be excused for any delay in completion of the contract caused by acts of God, acts of the Owner or the Owner's agent, employee or independent contractor, stormy weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, failure of the Owner to make progress payments promptly, any delays caused by materials such as no materials, delayed materials, missing materials, or defective materials, or other contingencies unforeseeable by or beyond the reasonable control of the Ag-Con.
5. Restart-up Fees: Contractor reserves the right to charge a project restart-up fee of \$750.00 per occurrence should the project be halted and the crew sent back to the base area because of the following: prolonged inclement or windy weather that endangers the health and safety of Ag-Con crews; natural

disasters such as earthquakes, wind storms, lightning, and the like; lengthy power failures; equipment delays; any delays caused by materials such as no materials, delayed materials, missing materials, or defective materials; failure of the Customer to properly prepare the jobsite, failure of the Customer to connect electricity or water preventing Ag-Con from testing electrical or water-bearing components; failure of the Customer to make prompt payments; acts of public utilities, inspectors, or government bodies; and acts of God unforeseen and beyond Ag-Con's control.

6. Labor and Material: The Contractor shall pay all valid charges incurred by Contractor and used in the construction of the project, but may delay this obligation for bills received in any period during which the Owner is in arrears in making progress payments to the Contractor.

7. Taxes and Assessments: Taxes and assessments of all descriptions will be paid for by Owner.

8. Extra Work: The contract price is based on Ag-Con's crew working a 40-hour work week. If Customer wishes to have Contractor's employees work any hours beyond this, there will be additional overtime costs and travel costs added in an addendum to the contract. Should the Owner, construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly.

Modifications or additions to the work shall be executed only when a Contract Change Order has been signed by both the Owner and the Contractor. The change in the Contract Price caused by such Contract Change Order shall be as agreed in writing, or if the parties are not in agreement as to the change in Contract Price, then the contractors actual cost for all labor, equipment, subcontracts and materials, plus a contractors fee of 20% shall be the change in Contract Price. Should the Customer request Ag-Con to purchase any additional materials, on approval those costs plus 20% will be added to the contract price.

Contractor shall promptly notify the Owner of (a) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Any expense incurred due to such conditions shall be paid for by Owner as added work.

9. Completion and Occupancy: Owner agrees to sign and record a notice of completion within five (5) days after the project is complete and ready for occupancy. If Owner fails to so record notice of completion, then Owner hereby appoints Contractor as Owner's agent to sign and record a notice of completion on behalf of Owner. This agency is irrevocable and is an agency coupled with an interest. Contractor may use such force as is necessary to deny occupancy of the project by owner or anyone else until a notice of completion has been recorded and Contractor has received all payments due under this contract.

In the event the Owner occupies the project or any part thereof before the Contractor has received all payment due under this contract, such occupancy shall constitute full and unqualified acceptance of all the Contractor's work by the Owner and the Owner agrees that such occupancy shall be a waiver of any and all claims against the Contractor.

10. Insurance and Deposits: Owner will procure at their own expense and before the commencement of any work hereunder, fire insurance with course of construction, vandalism and malicious mischief clauses attached, such insurance to be in a sum at least equal to the contract price with loss, if any, payable to any beneficiary under any deed of trust covering the project, such insurance to name the Contractor and his subcontractors as additional insureds, and to protect Owner, Contractor and his subcontractors and construction lender as their interests may appear, should Owner fail to do so, Contractor may procure such

insurance as agent for and at the expense of Owner, but is not required to do so. If the project is destroyed or damaged by an accident, disaster, or calamity, such as fire, storm, flood, landslide, subsidence, or earthquake, or by theft or vandalism, any work done by contractor in rebuilding or restoring the project shall be paid for by Owner. Contractor shall carry Workers' Compensation Insurance for the protection of Contractor's employees during the progress of the work. Owner shall obtain and pay for insurance against injury to his own employees and persons under Owner's direction and persons on the job site at Owner's invitation. Ag-Con will provide a performance bond.

11. Right to Stop Work: Contractor shall have the right to stop work if any payment shall not be made timely to Contractor under this agreement; or if Contractor reasonably determines that Owner is planning to use the structure for any illegal purpose. Contractor may keep the job idle until all payments due are received or until and unless Contractor receives reasonable assurances from Owner that the structure is not intended to be used for an illegal purpose as discussed above. Furthermore, the Contractor may at its option terminate the contract and the Owner shall be liable to the Contractor for breach of contract.

12. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto with respect to its subject matter and supersedes all prior agreements or understandings, whether written or oral with respect thereto.

13. Limitations: The Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors, employees, agents and assigns against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Contractors negligent performance of professional services under this contract.

The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Contractor, its officers, directors, employees agents and assigns against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Owner's negligent acts in connection with the Project and the acts of its contractors, subcontractors or contractors or anyone for whom the Owner is legally liable.

Neither the Owner nor the Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

No action of any character arising from or related to this contract, or the performance thereof, shall be commenced by either party against the other more than two (2) years after completion or cessation of work under this contract.

14. Governing Law; Venue: This Contract shall be construed and interpreted pursuant to the laws of the State of California, without regard to any conflict of laws principles. Jurisdiction and venue shall be in the superior courts of Santa Clara County, wherein this Contract shall be deemed to have been executed and Services and Work furnished. Any attempt by any Party to remove venue to another jurisdiction or, unless mutually agreed in writing, to federal court, shall constitute a material breach of this Contract.

15. Assignment: Neither party may assign this contract without written consent of the other party.

16. Attorney Fees: In the event the parties hereto become involved in litigation arising out of this contract, or the performance or breach thereof, the court in such litigation, or in a separate suit, shall award reasonable costs, expenses and attorneys fees to the prevailing party. The court shall not be bound by any court fee schedule, and may, in the interest of justice, award the full amount of costs, expenses and attorneys fees incurred in good faith.

17. **Authority to Execute.** The person executing this Agreement on behalf of Owner/Customer represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Owner/Customer to the performance of its obligations thereunder.

MISCELLANEOUS CONDITIONS AND CLARIFICATIONS

- A. **Material security:** Ag-Con is not responsible for the security of materials from theft. Damage of materials by natural causes or by persons other than Ag-Con crews before or during construction is not Ag-Con's responsibility.
- B. **Site Preparation:** Customer is to prepare the job site to the manufacturer's specifications as to grade (1/2 of 1% slope on native or properly compacted soil. The building pad is to be free of obstructions such as excessive weeds, structures, underground and above ground lines or equipment. Should there be underground lines, the customer is to mark these lines above the ground. Ag-Con is not responsible for damage done to said obstructions or underground lines during construction. Customer is to provide corner marks to designate the corners of the new greenhouse.
- C. **Concrete Truck Access:** In the event that site and/or weather conditions do not allow adequate access for concrete trucks on the building site, the Customer is responsible for the costs of any concrete pumping.
- D. **Services:** In order to facilitate construction, the Customer is to provide jobsite security, electrical power for tools to job site and sanitary facilities.
- E. **Site Safety:** Customer will remove any and all safety hazards, inside and outside the greenhouse, before construction begins.
- Customer is responsible for the safety of their employees and operations, and will route them away from Ag-Con's construction activities.
- F. **Clarification:** This contract is for labor only, and includes no materials. Ag-Con is not responsible for missing or damaged parts. This contract does not include auger work, concrete or rebar for the footings, electrical, plumbing, downspout installation, or concrete flat work.
- G. **Debris Removal:** Labor has been provided to clean up debris created by Ag-Con crews. Customer shall be responsible for acquiring debris dumpsters or garbage receptacles for any garbage associated with the construction/renovation project. Ag-Con personnel will deposit the debris in the Customer-provided receptacle.
- H. **Other Contractors and Labor Forces:** Customer is to schedule other work activities and contractors in such a way as to not interfere with Ag-Con building crews. Customer will be charged by the hour for any additional work caused by other hired contractors or labor forces.
- I. **Standards of Construction:** All work performed will meet or exceed the standards of construction set down by Agra Tech Inc., the manufacturer.
- J. **Code:** Ag-Con's standards of construction include compliance with standard agricultural codes and practices. It will be the Customer's responsibility to inform Ag-Con, prior to project start up, of any additional local building codes so that compliances can be included in the scope of the contract. Ag-Con is not responsible financially for compliance to any additional local codes after project start-up.

K. Insurance and Bonding: This contract price does not include insurance beyond our standard coverage (certificates available upon request). If any additional form, coverage, or language is required, there may be an additional charge. Ag-Con will provide a performance bond.

P. Third Party Administration: If required by Customer, Customer agrees to pay for the cost of any third party administration, additional to our contract price.

Q. Receiving: Customer is to receive and unload all shipments. When your shipment arrives, BEFORE YOU SIGN THE FREIGHT BILL:

- Compare the number of bundles and boxes against the freight bill.
- Check for any possible damage.
- Carefully check for any bundles that may have been broken and resealed.
- Take a photograph of each box/bundle received.

If any variation in count or description is evident or if damage is suspected, concealed or otherwise, you must note it on the freight bill in the presence of the driver. Ag-Con will do a precise inventory of materials when the crew arrives on the jobsite.

R. Warranty: Ag-Con will warrant its workmanship for a period of one (1) year from completion. Ag-Con is not responsible for warranty replacement of defective goods. This warranty does not cover damage to structure from natural or man-made causes.

Accepted:

Owner: Central Unified School District

Signature: 

By: _____

Date: FEB 19 2019

Its: _____

Contractor: Ag-Con Construction, Inc.
Contractor's License Number 750769

Signature: 

By: Lisa Schultz

Date: 2/15/19

Its: CFO

NOTICE REGARDING THE MECHANIC'S LIEN LAW

"Under the California Mechanic's Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment.

This means that after a court hearing, your home, land and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the subcontractors, laborers, or suppliers remain unpaid."

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractor's State License Board, P.O. Box 26000, Sacramento, CA 95826.

EXHIBIT A

1/11/19

Joseph Martinez
Central Unified School District West
4605 N. Polk
Fresno, CA 93722
chrisw@centralusd.k12.ca.us
(559) 289-2865

cc: Jim Bergantz
Agra Tech

PROPOSAL
Revised 1/11/19

PROJECT: New greenhouse construction for Central West High School located at 2045 N. Dickenson, Fresno, CA 93723

SCOPE OF WORK: We propose to provide labor and equipment (only) to set the posts and erect the framework for one new free-standing Agra Tech Solar Light greenhouse measuring 30' wide by 48' long with an eave height of 10'. We will install one mandoor.

We will glaze the roof, sidewalls and endwalls with 8mm twinwall polycarbonate (PC-8) and we will install one single roof vent measuring 48' long. We will install one pad vent.

We will install one roof vent motor and one pad vent motor and if the electrical is fully operational we will set the limit switches. If the electrical is not fully operational before the Ag-Con crew has left the site, we will set the limit switches to a preliminary setting and final limit switch adjustment will need to be made by electrical personnel (if Ag-Con needs to return to the job site to set the limit switches, a service call fee may be charged).

Ag-Con will meet the district insurance requirements, and will provide payment and performance bonds and DIR reporting compliance.

This bid is for labor and equipment only, and includes no materials. This bid does not include auger work, concrete, or rebar for the greenhouse footings, provision or installation of downspouts, equipment installation, plumbing, electrical or gas hook-ups, concrete flat work, site work, or permits.

This bid does not include receiving, unloading or storage of materials, sanitary facilities, jobsite security, or debris disposal.

Price: This job has been bid at the current Department of Industrial Relations Prevailing Wage for Construction Specialist Laborer in Fresno County which expires on 6/30/19. Any changes to the wage rate or classification may affect this bid price.

Labor to erect the structure:	\$48,273.00
Bond:	<u>\$ 1,689.00</u>
	\$49,962.00

Joseph, thank you for giving us the chance to bid on your project. Please contact me directly with any questions about this bid.

Sincerely,


Ray Pound
RAP:ls