

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made and entered into this 8th day of November 8, 2021, by and between The Best Electrical ("Contractor") and Mountain View Los Altos High School District ("District") ("Contract" or "Agreement").

1. The Contractor shall furnish to the District for a total price of SEVENTY-EIGHT THOUSAND FORTY-ONE and 0/100 Dollars (\$78,041.00) ("Contract Price"), the following services ("Services" or "Work"):

DISTRICT OFFICE IT BACKUP GENERATOR

2. Contractor shall perform the Work at the District Office Warehouse, 1299 Bryant Ave., Mountain View, CA 94040 ("Site"). The Project is the scope of Work performed at the Site and as outlined in Exhibit A to Agreement.
3. Work shall be completed in accordance with the schedule outlined in Exhibit A to Agreement: Drawings, Specifications, Schedules, and Scope Statements for Single Prime Contract.

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents (as defined herein) including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of Two Hundred Dollars (\$200.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.
5. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

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District Office IT Backup Generator
MVLA High School District

6. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

<input checked="" type="checkbox"/> Invitation to Bid	<input checked="" type="checkbox"/> Hazardous Materials Certification
<input checked="" type="checkbox"/> Instructions to Bidders	<input checked="" type="checkbox"/> Lead-Product(s) Certification
<input checked="" type="checkbox"/> Bid Form and Proposal	<input checked="" type="checkbox"/> Roofing Project Certification
<input checked="" type="checkbox"/> Bid Bond	<input checked="" type="checkbox"/> Imported Materials Certification
<input checked="" type="checkbox"/> Non-Collusion Declaration	<input checked="" type="checkbox"/> Insurance Certificates and Endorsements
<input checked="" type="checkbox"/> Registered Subcontractors List	<input checked="" type="checkbox"/> Performance Bond
<input checked="" type="checkbox"/> Notice of Award	<input checked="" type="checkbox"/> Payment Bond
<input checked="" type="checkbox"/> Notice to Proceed	<input checked="" type="checkbox"/> Warranty and Guarantee Form
<input checked="" type="checkbox"/> Prevailing Wage Certification	<input checked="" type="checkbox"/> Specifications (Product Cut Sheets and Installation Manuals/Guides)
<input checked="" type="checkbox"/> Site-Visit Certification	<input checked="" type="checkbox"/> Plans
<input checked="" type="checkbox"/> Iran Contracting Act Certification	<input checked="" type="checkbox"/> Special Conditions
<input checked="" type="checkbox"/> Workers' Compensation Certification	<input checked="" type="checkbox"/> Agreement (Including Exhibit A)
<input checked="" type="checkbox"/> Criminal Background Investigation Certification	_____ [Other]
<input checked="" type="checkbox"/> Drug-Free Workplace Certification	_____ [Other]
<input checked="" type="checkbox"/> Tobacco-Free Environment Certification	_____ [Other]

7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and affidavit(s), and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.
8. Payment for the Work shall be made in accordance with the Terms and Conditions.
9. The architect for the Project is N/A ("Architect"), and the project manager on the Project is Omid Azizi ("Project Manager"). Contractor hereby acknowledges that the Architect, the Project Manager, the Project Inspector, and the Division of the State Architect have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work, its failure to provide proper notification for inspection, or where such delay could have been avoided or mitigated by Contractor's reasonable diligence.
10. Inspection and acceptance of the Work shall be performed by Omid Azizi, or another District appointed representative.
11. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

District Office IT Backup Generator
MVLA High School District

District

Mountain View Los Altos High School District
ATTN: Michael Mathiesen
1299 Bryant Avenue
Mountain View, CA 94040
Mike.mathiesen@mvla.net

Contractor

Name: The Best Electrical
ATTN: Nick Giacalone
ADDRESS:
667 Walnut St
San Jose, CA 95110
EMAIL: nickg@besteleco.com

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the District's written approval of the Work.
- 13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authority and empowered to enter into this Contract.
- 14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2021

MOUNTAIN VIEW LOS ALTOS HIGH SCHOOL DISTRICT

Signature: _____

Print Name: Michael Mathiesen

Print Title: Associate Superintendent, Business Services

Address: 1299 Bryant, Ave., Mountain View, CA 94040

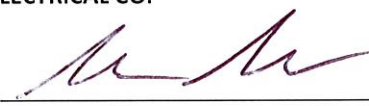
Telephone: 650-940-4650

Facsimile: n/a

E-Mail: mike.mathiesen@mvla.net

Dated: NOVEMBER 15, 2021

THE BEST ELECTRICAL CO.

Signature:  _____

Print Name: Nick Giacalone

Print Title: Project Manager

License No.: 261313

Registration No.: 1000006447

Address: 667 Walnut St San Jose, CA 95110

Telephone: 408-287-2040

Facsimile: _____

E-Mail: nickg@besteleco.com

[REMAINDER OF PAGE INTENTIONALLY BLANK; INFORMATION REGARDING CONTRACTOR FOLLOWS]

Information regarding Contractor:

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: California
- Limited Liability Company
- Other: _____

94 - 1705704 :
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

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