AGREEMENT

THIS AGREEMENT, dated the 26th day of April 2018, in the County of San Joaquin, California, (representing the State Allocation Board, State of California) by and between the Jefferson School District, hereinafter referred to as "DISTRICT" or "OWNER" and Matrix HG Inc., hereinafter referred to as "CONTRACTOR"

WITNESSETH:

That the DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. Contract:

The complete Contract includes all of the Contract documents, including the Notice to CONTRACTOR's Calling For Bids, Information for Bidders, Bid Form, Designation of Subcontractors, Information Required of Bidder, CONTRACTOR Pre qualification Documents if required, CONTRACTOR's Certificate Regarding Workers' Compensation, Change Order Form, Shop Drawing Transmittal Form, Non-Collusion Affidavit, Drug-Free Workplace Certification, Criminal History Clearance Certificate, Guarantee, Performance Bond, Payment Bond, Insurance Policies, General Conditions, Special Conditions if any, Plans, Drawings, Specifications, this Agreement, and all modifications and Addenda thereto, and by this reference are incorporated herein. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Statement of Work:

CONTRACTOR shall perform that work designated in CONTRACTOR's Bid Form that constitutes at least 15% of the total work, exclusive of supervisory and clerical work, without the services of any Subcontractor. 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 the labor, materials, necessary tools, expendable equipment, and all utility and transportation services as described in the complete Contract and required for the public works project described as follows: Removal and Replacement of HVAC units and electrical lighting systems as set forth in the plans and specifications. All of said 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 provisions of the complete Contract as herein above defined. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Contract documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT office within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Contract documents. Each subcontract shall contain all of the termination provisions set forth in the Contract, which shall be applicable to all work performed by Subcontractors.

3. Compensation:

DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract documents, the sum of Five Hundred Thirty One Thousand Three Hundred Eighty Seven Dollars, ($531,387.00) said sum being the total amount of the following amounts stipulated in the bid.

4. Time For Completion:

The CONTRACTOR shall prosecute the Work in a prompt, diligent and workmanlike manner. The work shall be commenced on or about the date stated in the DISTRICT's Notice to Proceed and shall be complete no later than 98 days after the date stated in the Notice to Proceed. Said Notice shall not require that work be commenced less than five (5) calendar days from the date of issuance and receipt of said notice. The contract duration includes zero (0) calendar days of OWNER float to be included in the construction schedule for coordination purposes. CONTRACTOR acknowledges that it shall be liable for liquidated damages if the project is not timely completed.

5. Liquidated Damages:

Time is of the essence in this Agreement. If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code section 53069.85 it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of Five Hundred Dollars ($500.00) for each calendar day of delay until work is completed and accepted. This amount shall be deducted from any payments due to or to become due to CONTRACTOR. CONTRACTOR and CONTRACTOR's surety shall be liable for the amount thereof. Written time extensions may be granted by the DISTRICT upon prior written request for such extension by CONTRACTOR.

6. Indemnification:

The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent CONTRACTORS who are directly employed by the DISTRICT.

(b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent Contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the DISTRICT arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent Contract, and not by the active negligence of the DISTRICT.

The CONTRACTOR, at CONTRACTOR's own expense, cost (including attorney's fees), and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, or any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

7. Insurance:

CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Contract and for a period of _24_ months thereafter, and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain:

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than	$ 2,000,000.00
and,	
Subject to the same limit for each person on account of one accident, in an amount not less than	$ 2,000,000.00
Property Damage Insurance in an amount not less than	$ 4,000,000.00

Each policy shall name the District, the Architect, the District's Consultants, and all authorized agents and representatives, and members, directors, officers, trustees, agent and all employees of any of them as Additional Insured and shall be issued by carrier(s) satisfactory to the District and licensed through the Department of Insurance to conduct business in California.

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above.

Material hoist where used in amounts as above.

Worker's Compensation, Including Employers Liability Insurance with limits not less than $1,000,000 per each occurrence, combined single limit, for bodily injury and property damage, including coverage for owned, non-owned and hired automobiles.

Note: Certificate Holder: Jefferson School District, 1219 Whispering Wind Drive, Tracy, California, 95377

8. Copies of Drawings and Specifications:

The number of copies of drawings and specifications to be furnished to CONTRACTOR free of charge, as provided in the General Conditions, is one (1). Additional copies may be obtained at cost of reproduction.

9. Required Number of Executed Copies:

The number of executed copies of the Agreement, the CONTRACTOR's Certificate, the Performance Bond and the Payment Bond required is two.

10. Inspector's Field Office is _____0_____ square feet of floor area.

11. Substitution of Securities:

Pursuant to Section 22300 of the Public Contract Code, the Contract permits the substitution of securities for any monies withheld by the DISTRICT to ensure performance under the Contract. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. Upon satisfactory completion of the Contract, the securities shall be returned to the CONTRACTOR. Alternatively, the CONTRACTOR may request and the DISTRICT shall make payment of retention earned directly to the escrow agent at the expense of the CONTRACTOR.

Securities eligible for investment under this section shall include those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

12. Compliance Monitoring Unit:

This Contract is subject to monitoring and enforcement of prevailing wage requirements by the Compliance Monitoring Unit ("CMU") of the Division of Labor Standards Enforcement ("DLSE") as set forth in Chapter 1 of Part 7 of Division 2 of the California Labor Code (commencing at section 1720) and the accompanying regulations at Subchapter 4.5 of Chapter 8 of Division 1 of Title 8 of the California Code of Regulations (commencing at section 16450) (collectively, "CMU Laws"). The DISTRICT, the CONTRACTOR, and any Subcontractors shall comply with the CMU Laws.

The Director of the Department of Industrial Relations of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder. Copies of the applicable prevailing wage rate determinations are made available to the awarding CONTRACTOR and Subcontractors at the Pre-Job Conference Meeting. The CONTRACTOR shall post a copy of the prevailing wages at each job site, along with a CMU work place poster (available at http://www.dir.ca.gov/dlse/cmu/Forms_Publications_and_Resources.html, the office of the DLSE, or by e-mail to CMU@dir.ca.gov), printed on 8 1/2" X 11" paper or larger, in accordance with California Code of Regulations, Title 8, section 16451(d). It shall be mandatory upon the CONTRACTOR to whom the Contract is awarded and upon any Subcontractor under him or her, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract.

A Pre-Job Conference at the District office shall be conducted with the CONTRACTOR and all Subcontractors to discuss federal and state labor law requirements.

Project CONTRACTOR and Subcontractors shall maintain and furnish to the CMU, a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted to the CMU by way of the CMU's eCPR system, known as "My LCM," at https://app.mylcm.com. CONTRACTOR and all Subcontractors shall register with the eCPR system. Once registered, the DISTRICT or the CMU shall assign the CONTRACTOR and Subcontractors to the Prop 39- HVAC and Electrical Replacements at Anthony C Traina, Tom Hawkins and Monticello Elementary Schools Project, or the CONTRACTOR may assign the Subcontractors to the Prop 39- HVAC and Electrical Replacements at Anthony C Traina, Tom Hawkins and Monticello Elementary Schools Project.

The DISTRICT and the CMU shall review, including by way of job site inspections, and, if appropriate, audit payroll records to verify compliance with the public works requirements of the Labor Code. The CMU will notify the CONTRACTOR or Subcontractor(s), as appropriate) of any noncompliance, in order for all such CONTRACTOR or Subcontractor(s) to correct the noncompliance.

The DISTRICT shall cooperate with the CMU and DLSE in any investigation of suspected violations of prevailing wage requirements.

As directed by the Labor Commissioner, the DISTRICT shall withhold Contract payments equal to the payments due or estimated to be due to the CONTRACTOR or Subcontractors whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against such CONTRACTOR or Subcontractors. The CONTRACTOR shall be required to withhold payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured such delinquency or deficiency.

13. Corporate Status:

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Daniel Greeson whose title is Vice President authorized to act for and bind the corporation.

14. Required Provisions:

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

15. Entire Agreement.

The complete Contract as set forth in Paragraph 1 of this Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this Agreement, exists between the parties. This Agreement and the Contract can be modified only by an agreement in writing, signed by both parties and pursuant to action of the Governing Board.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT

By: MMaxedon

Its: MINDY MAXEDON, CSO

Date: May 8, 2018

CONTRACTOR

By:

Its: Daniel Greeson, Vice President

Date: May 1, 2018

812232

CONTRACTOR's License No.

[Attach Notary Acknowledgment]

CORPORATE SEAL OF CONTRACTOR, (if corporation)