

## AGREEMENT

CSU Vendor ID No. 6355 Job Order Contract No. 2800 Counterpart No. 1

THIS AGREEMENT, made on February 14, 2011, BY AND BETWEEN THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, acting in behalf of the State of California, hereinafter designated the Trustees, and

Vincor Construction, Inc.  
218 Viking Avenue  
Brea, California 92821  
Phone No.(714) 990-4200

hereinafter designated the Contractor.

### WITNESSETH

1. That the Contractor, in consideration of the covenants and agreements herein contained on the part of the Trustees, covenants, promises and agrees with the Trustees, at his, her, its or their own proper cost and expense, to furnish all labor, materials, and equipment, and to perform all Work necessary to construct and complete in a good workmanlike and substantial manner, and to the satisfaction of the Trustees, the

Job Order Contract No. 2800, at the Office of the Chancellor, and the following CSU Southern Campuses: Bakersfield, Channel Islands, Fullerton, Long Beach, Los Angeles, Northridge, San Diego, San Marcos

in accordance with the Contract Documents (as defined in the Contract General Conditions, Article 1, Definitions) as approved by and on file with the Trustees and are made a part of this Agreement by this reference. The Contract is an indefinite quantity contract for the repair and / or construction of the items specified with a Minimum Contract Amount of \$12,500.00. The Maximum Contract Amount that may be ordered during the term of the Contract is \$500,000.00.

The Contractor agrees to receive and accept the sum designated on each individual Job Order issued pursuant to this Contract as full compensation therefor, and also, unless expressly excepted in the Contract Documents, as full compensation for the following: all loss or damage, arising out of the nature of the Work, or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by the Trustees and for all risks of every description connected with the Work, and for all expenses incurred by or in consequence of the suspension or discontinuance of Work, and for well and faithful completion of the Work in the manner and according to the Contract Documents and the requirements of the Trustees under them. Payment will be made in accordance with the Contract General Conditions, Article 9, Payment and Completion.

2. That the Trustees hereby promise and agree with the Contractor to employ, and do hereby employ, the Contractor to provide the materials and do the Work according to the terms and conditions herein contained and referred to, for the sum designated on each individual Job Order issued pursuant to this Contract, and hereby agree to pay the same at the time, in the manner and upon the conditions set forth herein, and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

3. That the Trustees will fix the starting date of the Contract and issue a Notice to Proceed after the date of approval of the Contract by the Office of General Counsel, California State University. The duration of the Contract shall be 365 calendar days from the starting date. The starting dates for each individual Job Order issued pursuant to this Contract shall be the date listed in the individual Notices to Proceed issued for said Job Orders. The Contractor agrees to fully complete the Work authorized under each individual Job Order issued, in first class working order and ready for acceptance by the Trustees, on or before the date agreed to in said Job Order. The Contractor will pay to the Trustees the sum of money stipulated per day in said Job Order for each day completion is delayed beyond the time prescribed, in accordance with the Contract General Conditions, Article 8.02, Delay in Completion—Liquidated Damages.

4. That if there is a conflict between the terms of the Proposal Form and the other Contract Documents, the other Contract Documents shall control, and nothing contained herein shall be considered as an acceptance of any terms of the Proposal Form in conflict herewith.

5. That 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 of the Board.

6. That any notice to the Trustees may be served effectually upon the Trustees by mailing or delivering it in writing, addressed to the Trustees of the California State University, attention of the official executing this Agreement for the Trustees, at the Office of the Chancellor, 401 Golden Shore, Long Beach, California, Attn: Capital Planning, Design and Construction.

IN WITNESS WHEREOF, the parties to these presents have hereto set their hands the year and date first above written.

**CONTRACTOR**

Vincor Construction, Inc.

05-0589192

*(State full legal name of business entity; check appropriate box below.)*

*Contractor's Federal ID No.*

- Sole Proprietorship     Partnership     Corporation
- Limited Liability Co.     Other (specify) \_\_\_\_\_

# 763743

*Contractor's License No.*

Vincent Cortes, President

By: Signed by Vincent Cortes

*Name, Title*

**TRUSTEES**

*I hereby certify that I have examined the written contract and find the same to be in accordance with the requirements of the California State University Contract Law.*  
CHRISTINE HELWICK  
GENERAL COUNSEL

By: Signed by Tom Roberts for  
Verna Ale Paniani  
Contracts Manager, Contract Services and Procurement

By: Signed by Christine Helwick

Date: 03/22/2011

*Approved as to Funds:*

UNIVERSITY ACCOUNTING  
FUNDING CERTIFICATION

*No funding certification is required for this Agreement, as funding certification shall be provided for each job order issued under this Agreement.*

**PAYMENT BOND**

Counterpart No. 1

Job Order Contract No. 2800

Know All Persons by These Presents:

THAT WHEREAS, the State of California acting by and through the Trustees of the California State University, hereinaftercalled the Trustees, has awarded to:

Vincor Construction, Inc.  
218 Viking Avenue  
Brea, California 92821  
Phone No (714) 990-4200

as Principal, hereinafter designated as the "Contractor," a Contract for the Work described as follows:

Job Order Contract No. 2800, at the Office of the Chancellor, and the following CSU Southern Campuses: Bakersfield, Channel Islands, Fullerton, Long Beach, Los Angeles, Northridge, San Diego, San Marcos

AND WHEREAS, the Contractor is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, and other persons, as provided by law:

NOW, THEREFORE, we the undersigned Contractor and Surety are held and firmly bound unto the State of California through the said Trustees in the amount required by law, in the sum of: \$500,000.00

for which payment will and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such,

That if the Contractor, his, her, or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons referred to in Civil Code Section 3181 or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, that the Surety or Sureties herein will pay for the same, in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought on this bond, the said Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons referred to in Civil Code Section 3181 so as to give a right of action to such persons or their assigns in any suit brought upon this bond. Any such right of action shall be subject to the provisions of Civil Code Section 3267.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

CONTRACTOR Contractor Name: \_\_\_\_\_

AS

PRINCIPAL Contractor Address: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_

SURETY Surety Name: \_\_\_\_\_

Surety Address: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_

Signatures executed in behalf of the Surety must be properly acknowledged.

**PERFORMANCE BOND**

Counterpart No.   1  

Job Order Contract No.  2800 

Know All Persons by These Presents:

THAT WHEREAS, the State of California acting by and through the Trustees of the California State University, hereinafter called the Trustees, has awarded to

Vincor Construction, Inc.  
218 Viking Avenue  
Brea, California 92821  
Phone No.(714) 990-4200

as Principal, hereinafter designated as the "Contractor," a Contract for the Work described as follows:

Job Order Contract No. 2800, at the Office of the Chancellor, and the following CSU Southern Campuses: Bakersfield, Channel Islands, Fullerton, Long Beach, Los Angeles, Northridge, San Diego, San Marcos

AND WHEREAS, the Contractor is required to furnish a bond in connection with said Contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held and firmly bound unto the State of California through the said Trustees in the sum of: \$500,000.00.

to be paid to the said Trustees, State or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such,

That if the above bounden Contractor, his, her, or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his, her, its or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the State of California, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

CONTRACTOR  
AS  
PRINCIPAL

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_

SURETY

Surety Name: \_\_\_\_\_

Surety Address: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_

Signatures executed in behalf of the Surety must be properly acknowledged.

**CERTIFICATION**

Counterpart No. 1  
Job Order Contract No. 2800

This is to certify that I am the \_\_\_\_\_  
(Insert title such as Secretary or Assistant Secretary)

of \_\_\_\_\_;  
(Insert name of corporation)

and that the attached resolution is a true and accurate copy, as the same appears in the Minutes of the Board of Directors of the Corporation; and that said resolution was duly adopted by the Board of Directors of the Corporation at its meeting on \_\_\_\_\_.

Dated: \_\_\_\_\_  
(Insert date)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of person making certification

**IMPORTANT NOTE**

(Be sure that a copy of the resolution authorizing a person to execute Contract Documents or to execute a bid submittal is attached to this certification. If more than one resolution is attached, the form must be modified to reflect that fact.)