

MONUMENT CONSTRUCTION INC. (dba TECHCON)
OWNER-CONTRACTOR CONSTRUCTION AGREEMENT

This Owner-Contractor Construction Agreement (this "**Agreement**"), effective as of January 6th, is entered into by and between Charter School of Morgan Hill (CSMH) ("**Owner**"), whose address is 9530 Monterey Road, Morgan Hill, CA 95037, and **Monument Construction Inc. (dba Techcon)**, a California limited liability company and duly licensed California general building contractor, California State Contractor License #782733 ("**Contractor**"), whose address is 18450 Technology Drive Suite E1, Morgan Hill CA 95037. Owner and Contractor agree as follows:

ARTICLE 1. PROJECT AND SCOPE OF WORK

- 1.1.** The "**Project**" The Project will be located at 9530 Monterey Road, Morgan Hill, CA 95037, (the "**Project Site**").
- 1.2.** Contractor's scope of work (the "**Scope**") under this Agreement together with the relevant construction documents are listed in more detail on the proposal submitted by the Contractor and accepted by the Owner per **Exhibit A**.
- 1.3.** Contractor shall perform all the work required by the Contract Documents for the complete construction of the Project in accordance with the Contract Documents, which shall include but not be limited to installation of the Scope per Exhibit A. Contractor shall provide and furnish all materials, supplies, equipment and tools, implements, and all other facilities, and all other labor, supervision, transportation, utilities, storage, and all other services as and when required for or in connection with the complete construction of the Project, including any off site construction shown on or reasonably inferable from the Contract Documents (hereinafter collectively referred to as the "**Work**"). Contractor shall fully execute the Work described in the Contract Documents or reasonably inferable therefrom as necessary to complete the Project.
- 1.4.** Contractor, as part of the Work, shall perform the Work in conformity with what is intended by the design and what would be reasonably inferable from the Contract Documents. Contractor agrees to provide a complete construction solution in accordance with what is the normal and customary practice in the industry for similar projects. By executing this Agreement, Contractor represents, warrants and agrees that (i) Contractor has experience in the construction of projects of the nature of the Project, and (ii) Contractor is generally familiar with and knowledgeable about the components that are properly and customarily included within such a project, including, without limitation manufacturers' recommendations, building standards, and trade practices as to the types and quantities of components, items, systems, materials, and methods of construction to be included in the Project, to produce a project that will operate in sound structural condition with utility.
- 1.5.** The Contractor covenants with the Owner to cooperate with the Architect and Engineer(s) and exercise the Contractor's skill, efforts and judgment in furthering the interests of the Owner; to furnish business

administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in a manner consistent with the Contract Documents.

- 1.6. The Owner agrees to furnish and approve, in a timely manner, information required by the Contract Documents or otherwise reasonably requested by the Contractor for the purpose of understanding the Work or Owner's intentions with respect thereto. The Owner agrees to make payments to the Contractor in accordance with the requirements of the Contract Documents.
- 1.7. Upon completion of the Work, Contractor shall remove debris, surplus material, and old removed materials from Owner's property and leave it in a neat condition. No other work is promised or implied unless specifically set forth in writing.

ARTICLE 2. DATE OF COMMENCEMENT, PERFORMANCE AND COMPLETION OF WORK

- 2.1. Subject to Section 2.3, the Work shall be commenced within 15 calendar days after the receipt by Contractor from Owner of a written notice to proceed (the "**Notice to Proceed**").
- 2.2. The Contract Time shall be measured from the actual date of commencement. Contractor shall provide Owner with a written confirmation of the actual date of commencement.
- 2.3. Contractor shall not be required to commence performance hereunder until Owner has provided Contractor with evidence of all permits and other governmental authorizations and approvals required to be obtained by Owner to authorize construction of the Project; provided that Contractor will be responsible for obtaining any contractor's license required by state or local authorities. Contractor shall not commence performance hereunder until all insurance required to be carried under the terms of the Contract Documents has been obtained.
- 2.4. Contractor shall prosecute the Work and achieve Substantial Completion of the Work on or before August 31st 2024, subject to such extensions permitted by the Contract Documents and the Agreement. Notwithstanding anything contained in the Contract Documents to the contrary, the Contract Time shall in no event be extended beyond the Completion Date, as defined in the Agreement. Contractor shall achieve final completion of all Work within 45 calendar days after Substantial Completion, subject to such extensions as permitted by the Contract Documents and Agreement.

- Time is of the essence of this Agreement. Contractor shall provide Owner with a progress and completion schedule and shall conform to that schedule, including any changes to that schedule agreed to between the Owner and the Contractor or required by circumstances beyond Contractor's control.
- 2.5.

- Performance shall commence on the date specified in a Notice to Proceed issued by Owner to Contractor and shall continue in accordance with the terms of this Agreement. In the absence of a formal Notice to Proceed given by Owner, the effective date of this Agreement will serve as the official Notice to Proceed date. Additional services, if needed, will be completed within a time frame to be mutually decided and set by the parties to this Agreement.
- 2.6.

- Contractor shall start and diligently pursue the Work through to completion, but shall not be responsible for delays caused by any of the following: failure of the issuance of all necessary building permits within a reasonable length of time; funding of loans; disbursement of funds into funding control or escrow; acts of neglect or omission by Owner or Owner's employees or agents; acts of God; stormy or inclement weather; strikes, lockouts, boycotts, or other labor activities; extra work ordered by Owner; acts of public enemy; riots or civil commotion; inability to secure material through regular recognized channels;
- 2.7.

imposition of Government priority or allocation of materials; Owner's failure to make payments when due; delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies; acts of independent contractors; holidays; or any other circumstances beyond Contractor's control.

- 2.8. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party, and which by that party's exercise of due diligence and foresight could not reasonably have been avoided. Upon removal of such cause, the party affected shall resume its performance as soon as reasonably possible. Neither Contractor's financial inability to perform nor an event which could have been prevented had Contractor acted in accordance with the Standard of Care shall be deemed to be an event of Force Majeure.
- 2.9. If Owner ever observes or otherwise becomes aware of a fault or defect in the Work provided by Contractor or any agent of Contractor pursuant to this Agreement, Owner shall give written notice to Contractor of such fault or defect within 30 days of discovery. Owner shall then give Contractor seven days from receipt of notice of fault or defect to commence repairs of any identified faulty or defective Work. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.

ARTICLE 3. CONTRACT SUM AND BASIS FOR PAYMENT

- 3.1. Owner shall pay Contractor the total amount of \$31,241 (the "**Contract Sum**") for the Work to be performed under this Agreement, including profit, labor, equipment, and materials, which is subject to additions and deductions pursuant to change orders agreed upon in writing by the parties. The Contract Sum includes all work, labor, services, materials, and equipment necessary for the proper execution and completion of the Work except items identified as to be provided by or paid for by the Owner.

ARTICLE 4. PAYMENTS

- 4.1. The parties agree that Owner will pay Contractor monthly progress payments within **15 days** of receipt of Contractor's invoice. Invoices not paid within thirty (30) days following receipt of invoice will accrue interest at 1.5% per month. Invoice shall be detailed in dollars and cents and submitted to Owner by the 25th day of each calendar month for all work reasonably expected to be completed by the end of that month.
- 4.2.

If any invoice submitted by Contractor to Owner contains requests for payment that are in excess of the amounts due under this Agreement, Owner shall not be obligated to pay the excess amount, but Owner shall identify the amounts which it believes in good faith are not due in a notice to Contractor delivered on or before the date on which payment otherwise would be due and Owner shall make timely payment

of all undisputed amounts. Owner shall not be in default under this Agreement, and Contractor shall continue to prosecute the Work in accordance with the terms of this Agreement, notwithstanding the failure of Owner to pay amounts which Owner in good faith believes are not due. Nothing in this Section 4.2 limits Contractor's rights and remedies or Owner's liability in respect of amounts improperly withheld by Owner.

- 4.3. Final payment, constituting the unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor within **30 days** after the date when (i) the Contractor has fully performed the Work required by the Contract Documents except for the Contractor's responsibility to correct warranty Work, and to satisfy other requirements, if any, which extend beyond final payment; (ii) a final invoice has been submitted by the Contractor; (iii) a Certificate of Occupancy if applicable (or its functional equivalent) has been issued by the appropriate governmental agencies; and (iv) a Conditional Waiver and Release of Lien Upon Final Payment has been issued by Contractor.
- 4.4. Making of final payment constitutes waiver of all Claims by Owner against Contractor except those Claims previously made in writing and delivered to Contractor and those obligations otherwise provided by this Agreement or by operation of Law.

ARTICLE 5. DIFFERING SITE CONDITIONS

- 5.1. Contractor shall promptly, and before the following conditions are disturbed, notify the Owner, in writing, of any:
 - 5.1.1. Material that the Contractor believes may be material that is hazardous waste, or a toxic pollutant or other substance, the handling of which may subject Contractor to legal liability.
 - 5.1.2. Subsurface or latent physical conditions at the worksite differing from those indicated in the Agreement and Contract Documents.
 - 5.1.3. Unknown physical conditions at the work site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the Agreement.
- 5.2. Owner shall promptly investigate. If the Owner finds that the worksite conditions do materially differ, or involve hazardous waste or toxic pollutants, the Owner shall cause a decrease or increase in the Contractor's cost of, or the time required for, performance of the affected part of the Work by issuing a Change Order under the procedures described in the Agreement.

ARTICLE 6. CHANGES IN WORK

- 6.1. The Work shall be subject to changes or additions, deletions or revisions by the Owner. Contractor will be notified by receipt of written additions and/or revised drawings, specifications, exhibits or written orders.
- 6.2. Whenever an adjustment in the Agreement price or Agreement time is required because of Owner's request, differing site conditions, errors in the plans and specifications, or other circumstances beyond the control of Contractor (including lack of worksite access, weather, fires, floods, strikes, acts of God, natural

disasters, or acts of third parties), the Contractor shall submit to the Owner within a reasonable time a detailed estimate, with supporting calculations, pricing and adjustments in the schedule of the change to the Agreement price and the Agreement time. Pricing of the adjustment shall be in general accordance with the pricing structure of this Agreement and Proposal.

Contractor shall not be obligated to perform changes in the Work or additional work until the Owner has approved, in writing, the changes to the Agreement price and the Agreement time.

- 6.3. If Contractor claims that any instruction, drawing, act or omission of Owner or any representative of Owner, or any agency of government, increases costs to Contractor, requires extra time or changes the Scope of Work, Contractor shall have the right to assert a Claim for such costs or time.

ARTICLE 7. SUSPENSION OF WORK

- 7.1. If any payment is not made to Contractor as required under this Agreement, Contractor may suspend work until such payment is made. Contractor may also suspend work under this Agreement if a dispute over payment for extra work, differing site conditions, changes by Owner or other circumstances beyond Contractor's control will cause the Contractor to suffer substantial financial hardship if Contractor is required to continue the Work. Contractor may request that Owner provide written proof of Owner's ability to pay Contractor for the Work remaining to be performed by Contractor at any time prior to or during performance of this Agreement. Failure of Owner to provide such proof shall be justification for Contractor's suspension of work under this Agreement.
- 7.2. Any suspension of work under this Agreement will also suspend the progress and completion related dates.

ARTICLE 8. INSPECTION OF THE WORK

- 8.1. Contractor shall make the Work accessible at all reasonable times for inspection by the Owner.
- 8.2. Contractor shall inspect all material and equipment delivered to the job site by others to be used or incorporated in the Contractor's Work.

ARTICLE 9. SITE ACCESS AND RIGHTS OF WAY

- 9.1. The Owner shall provide, no later than the date when needed by the Contractor, all necessary access to the lands upon which the Work is to be performed, including convenient access to the lands and any other lands designated in the Agreement and/or Contract Documents for use by the Contractor. Owner shall continue to provide such access until completion of the Agreement. Any failure to provide such access shall entitle the Contractor to an equitable adjustment in the Agreement price and the Agreement time.

ARTICLE 10. TERMINATION

- 10.1. **Termination by Owner.** Owner may, by written notice to Contractor effective upon receipt, terminate this Agreement in whole or in part at any time, either for Owner's convenience or for the default of Contractor, provided, however, that such termination shall not relieve Owner of its obligation to pay charges justly due to Contractor for services properly performed, expenses properly incurred and for all

Contractor's incurred costs of termination, including demobilization and any termination charges by vendors and subcontractors, plus 20% of all of Contractor's actual and incurred costs for overhead and profit.

- 10.2. Termination by Contractor.** Contractor may, by written notice to Owner effective upon receipt, terminate this Agreement in whole or in part at any time, for convenience or for Owner's breach of the terms contained in this Agreement, including but not limited to Owner's cooperation or failure to make timely payments. If the Owner fails to make a payment as required per this Agreement for a period of three (3) business days beyond the due date per Article 4, the Contractor may, upon seven (7) business additional days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination provided Owner has not cured the default within said seven days.

ARTICLE 11. INDEMNIFICATION

- 11.1.** Contractor agrees to indemnify, defend and hold harmless Owner, the Owner Advisor and their respective officers, directors, employees, representatives, and agents (collectively, the "Indemnified Parties"), against any and all claims, losses, damages, liabilities, costs or expenses (including, without limitation, attorney's fees and costs of litigation and or settlement, whether incurred as a result of a claim by a third party or an indemnitee hereunder) arising out of the Services performed pursuant to this Agreement, except to the extent arising out of the negligence or willful misconduct of the Indemnified Party that is seeking to be indemnified. Contractor shall have no obligation to defend Owner except to the extent of Contractor's insurance.

ARTICLE 12. INSURANCE

- 12.1.** Contractor shall, as part of the Project Cost, procure and maintain insurance of its operations under this Agreement consisting of the following coverages as detailed under **Exhibit D:**

12.1.1. Casualty Insurance

- 12.1.1.1.** Workers' Compensation and Employers' Liability Insurance.
- 12.1.1.2.** Commercial General Liability Insurance covering Contractor's operations; and, Automobile Liability Insurance, including coverage for Contractor's owned, hired and non-owned automobiles.
- 12.1.2. Waiver of Subrogation.** Owner and Contractor waive all rights against each other and against all other subcontractors and Owner for loss or damage to the extent reimbursed by any property or equipment insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance. If any applicable policies of insurance require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed or obtain such consent.
- 12.1.3. Builder's Risk.** "All risk" Builder's Risk insurance (excluding the hazards of earthquake and flood) is purchased by Owner, if required, and such insurance provides property insurance coverage for both Contractor and subcontractors including loss or damage to Contractor's work. Such insurance shall also apply to any of Owner's property in the care, custody or control of Contractor. Owner waives all rights of recovery against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards, however caused.

ARTICLE 13. DISPUTE RESOLUTION

- 13.1. Good Faith Resolution.** Any controversy or claim arising out of or relating to this Agreement or the breach hereof, shall be subject to good faith negotiation as a condition precedent to binding dispute resolution. Owner and Contractor will attempt in good faith to promptly resolve any controversy or claim arising out of or relating to this Agreement or the breach thereof by negotiations between representatives of each party who have authority to settle the controversy. The disputing party shall give the other party written notice of the dispute, which notice shall include a general description of the dispute, and the name and title of the individual who will represent that party. The representatives shall meet at a mutually acceptable time and place within seven (7) business days after the date of the disputing party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.
- 13.2. Mediation.** If good faith negotiations are not successful, the parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 45 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If binding dispute resolution is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- 13.3. Arbitration.** If the dispute has not been settled within 45 business days after the date of the disputing party's notice under Section 13.1 above, and if both parties consent to arbitrate the dispute, the dispute shall be arbitrated in the Santa Clara County, California in accordance with the Rules of the American Arbitration Association. If both parties consent, the arbitration will be a binding arbitration, in which case, the judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. If the parties do not agree on the selection of one arbitrator, each party shall select one arbitrator and the two arbitrators shall select a third arbitrator. Each party shall pay their own costs, including reasonable attorneys' fees and costs, of the arbitration and each party shall pay 50 percent of the arbitrator's or arbitrators', as the case may be, fees and costs.
- 13.4. Litigation.** If either of the parties does not consent to arbitrate a dispute or if either of the parties does not consent to binding arbitration, any lawsuit or proceeding regarding or relating to an unresolved dispute between the parties, regardless of whether there are other parties to the dispute, shall be commenced and filed in the state or federal court located in Santa Clara County, California. Both parties hereby consent to the exclusive jurisdiction of either of the above courts and waive any argument of forum non convenience with respect to both of the above forums and agree that either of the above courts have personal jurisdiction over both parties.
- 13.5.** Contractor shall and shall cause its subcontractors, if any, to continue full performance under this Agreement pending the above claim resolution procedures and the ensuing arbitration or litigation proceedings, if any, unless and until either Owner or Contractor terminates this Agreement or the completion of services occurs.

ARTICLE 14. ENTIRE AGREEMENT AND SEVERABILITY

- 14.1.** This Agreement represents the entire Agreement between the Owner and the Contractor regarding the Work described in Article 1 and **Exhibit A**, and supersedes any prior written or oral agreements or representations as to that Work.

14.2. The rights and obligations of the parties, and their respective agents, successors and assignees, hereunder shall be subject to and governed by this Agreement, including the attached Schedules, which supersedes any other understandings or writings between the parties. No changes, amendments or modifications of any of the terms and conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. The invalidity of one provision, or invalid application thereof, of this Agreement shall not affect the validity of any other provision or any other application of any provision of the Agreement.

14.3. The failure of either party to enforce, at any time, the provisions of this Agreement does not constitute a waiver of such provisions in any way or waive the right of either party at any time to avail itself of such remedies as it may have for any breach or breaches of such provisions. None of the conditions of this Agreement shall be considered waived unless such waiver is explicitly given in writing by the parties. No such waiver shall be a waiver of any past or future default, breach or modification of any of the terms or conditions of this Agreement unless expressly stipulated in such waiver.

ARTICLE 15. WARRANTY

15.1. Contractor warrants to the Owner that all materials and equipment furnished under this Agreement shall be new unless otherwise specified and that all Work under this Agreement will be performed in a good and workmanlike manner, shall be of good quality, free from faults and defects, and in conformance with Agreement Contract Documents.

ARTICLE 16. ENUMERATION OF CONTRACT DOCUMENTS

16.1. The Contract Documents, except for modifications issued after execution of this Agreement, are enumerated as follows:

16.1.1. The Agreement is this Owner-Contractor Construction Agreement. The Exhibits to this Agreement are as follow:

16.1.1.1. **Exhibit A** Description and Address of the Project Site, Contractor's Proposal, Project Scope of Work and Qualifications and Drawings and Specifications

ARTICLE 17. SPECIAL PROVISIONS

17.1. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, without regard to its conflict of laws provisions.

17.2. Except as otherwise expressly provided in this Agreement or otherwise authorized in writing by Owner, in performing the Services and incurring expenses under this Agreement, Contractor shall operate as, and

have the status of, an independent contractor and shall not act as agent or be an agent of Owner. As an independent contractor, Contractor shall be solely responsible for determining the means and methods of performing the Services and shall have complete charge and responsibility for Contractor's personnel engaged in the performance of the Services.

- 17.3. Any notice required or permitted under this Agreement may be given by ordinary mail at the address contained in this Agreement. If either party changes his or her address, that party shall provide written notice of the change to the other party. Notice shall be considered received two days after it is deposited in the mail with postage prepaid.

17.4. Assignment

- 17.4.1. Contractor shall not assign any of its rights, interests or obligations under this Agreement without the express written consent of the Owner. Contractor has the option to subcontract any of the Work to be performed under this Agreement without prior consent by the Owner. Any subcontract or Assignment shall be subject to all terms of this Agreement.

- 17.4.2. Owner may assign this Agreement, subject to written notice to, and acceptance by, Contractor.

- 17.5. A determination of invalidity or unenforceability with respect to any provision of this Agreement will not affect the validity or enforceability of the remaining provisions of this Agreement or the validity or enforceability of that provision under other circumstances. Any invalid or unenforceable provision will be enforced to the maximum extent permitted by law.

- 17.6. Both Owner and Contractor have, with the assistance of their respective counsel, actively negotiated the terms and provisions contained in this Agreement. Therefore, the parties waive the effect of any statutory or common law provision which construes ambiguities in an Agreement against the party that drafted the Agreement.

17.7. LIMITS ON LIABILITY

- 17.7.1. IN NO EVENT SHALL CONTRACTOR, CONTRACTOR'S EMPLOYEES, CONSULTANTS, OFFICERS OR DIRECTORS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR ANY LOSS OF PROFITS OR REVENUE, TO CLIENT, CLIENT'S REPRESENTATIVE AND ANYONE CLAIMING ON OWNER'S BEHALF FOR *ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS PROJECT OR AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, OR ANY LEGAL THEORY, REGARDLESS OF WHETHER CONTRACTOR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; AND IN NO EVENT SHALL CONTRACTOR'S TOTAL CUMULATIVE LIABILITY, INCLUDING ATTORNEYS' FEES, UNDER THIS AGREEMENT EXCEED THE FEES PAID TO CONTRACTOR.*

- 17.7.2. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR,

CONTRACTORS STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA, 95826.

- 17.7.3. STATE LAW REQUIRES ANYONE WHO CONTRACTS TO DO CONSTRUCTION WORK TO BE LICENSED BY THE CONTRACTORS STATE LICENSE BOARD IN THE LICENSE CATEGORY IN WHICH THE CONTRACTOR IS GOING TO BE WORKING IF THE TOTAL PRICE OF THE JOB IS \$500 OR MORE (INCLUDING LABOR AND MATERIALS).
- 17.7.4. LICENSED CONTRACTORS ARE REGULATED BY LAWS DESIGNED TO PROTECT THE PUBLIC. IF YOU CONTRACT WITH SOMEONE WHO DOES NOT HAVE A LICENSE, THE CONTRACTORS' STATE LICENSE BOARD MAY BE UNABLE TO ASSIST YOU WITH A COMPLAINT. YOUR ONLY REMEDY AGAINST AN UNLICENSED CONTRACTOR MAY BE IN CIVIL COURT, AND YOU MAY BE LIABLE FOR DAMAGES ARISING OUT OF ANY INJURIES TO THE CONTRACTOR OR HIS OR HER EMPLOYEES.
- 17.7.5. YOU MAY CONTACT THE CONTRACTORS' STATE LICENSE BOARD TO FIND OUT IF THIS CONTRACTOR HAS A VALID LICENSE. THE BOARD HAS COMPLETE INFORMATION ON THE HISTORY OF LICENSED CONTRACTORS, INCLUDING ANY POSSIBLE SUSPENSIONS, REVOCATIONS, JUDGEMENTS, AND CITATIONS. THE BOARD HAS OFFICES THROUGHOUT CALIFORNIA. PLEASE CHECK THE CALIFORNIA SECRETARY OF STATE WEBPAGE OR CALL 1-800-321-CSLB FOR MORE INFORMATION.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written above.

"Owner"

Charter School of Morgan Hill
(CSMH)

By: Paige Cisewski
Paige Cisewski

9530 Monterey Road, Morgan Hill, CA 95037

Date: 1/14/25

"Contractor"

MONUMENT CONSTRUCTION, INC dba
TECHCON
CSLB License #782733



By: _____
Stuart Arnott, CEO

440 Cochrane Circle,
Morgan Hill, CA 95037

Date: 01/08/2025

EXHIBIT A
SCOPE OF WORK AND PROPOSAL
(Rest of page left intentionally blank)

See Proposal below Dated 01/08/2025

1/8/2025

Job Name: CSMH
Address: 9530 Monterey Road
Morgan Hill CA 95037

Client: CSMH
Address: 9530 Monterey Road
Morgan Hill CA 95037

Attn: Paige Cisewski

Prepared by: Athan Carabello - (408) 309-5804

Techcon is pleased to have this opportunity to provide you a proposal for the above-
Pricing and below scope is based of the following drawings as provided.

Drawings:

Plan Date:

Architect: N/A

Civil: N/A

Landscape: N/A

Per Site Walk and Discussions with Paige Cisewski

Proposal

Scope of Work

	\$	30,932	
Site Scanning			1 LS
Excavate for French Drain			10 CY
3/4" Drain Rock for French drain and Perf Pipe			10 CY
Trench/ backfill/ compact to 24"w x 36"depth max - site soil backfill			146 LF
4" SD pipe SDR35 Perf/Solid			146 LF
Storm Drain Inlet - Large Concrete (24"x24")			2 EA
Demo and excavation for Piers			8 EA
Off-haul spoils for footings			2 CY
Concrete pier w/ cage 14"w x 4'd			8 EA
French excess soil to remain on site			

Total for all scopes \$ 30,932

Management Fee 4%	Waived
Insurance 1%	\$ 309
Overhead and profit 3%	Waived
Project Total	\$ 31,241