

**DISTRICT-CONTRACTOR  
AGREEMENT  
Section 00 5213  
17-1317**

This Agreement is made and entered into this 15th day of January, 2018, by and between Willows Unified School District of Glenn County, California, First Party, sometimes hereinafter called the District and **Enviroplex, Inc.** Second Party, sometimes hereinafter called the Contractor.

WITNESSETH: That the parties hereto mutually have covenanted and agreed, and by these present do covenant and agree with each other, as follows:

1. The NOTICE TO CONTRACTORS, INSTRUCTIONS TO BIDDERS, BID FORM, LIST OF SUBCONTRACTORS, GENERAL and SUPPLEMENTARY CONDITIONS, CALIFORNIA BID BOND, NON-COLLUSION DECLARATION, LABOR AND MATERIAL PAYMENT and FAITHFUL PERFORMANCE BONDS, GUARANTEE, and STRUCTURAL TESTS AND INSPECTIONS LIST are attached to and are a part of this Agreement. The complete Contract includes also the Drawings, Specifications, all items listed in the Project Manual, and all modifications and amendments thereto. All Contract Documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all Contract Documents.
2. The said Contractor agrees to furnish all tools, equipment, apparatus, facilities, transportation, labor, and material, other than material, if any, agreed to be furnished by the District hereunder, necessary to perform and complete in a manner acceptable to the District and Architect, the work of

**BID FOR MODULAR CLASSROOM AND TOILET ROOM BUILDINGS AT MURDOCK  
ELEMENTARY SCHOOL**

as called for, and in the manner designated in, and in strict conformity with this Agreement, and with the Drawings and Project Manual adopted by the Board of Trustees, Willows Unified School District which said Drawings and Project Manual are entitled respectively

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ELEMENTARY SCHOOL**

and are hereby specifically referred to and made a part of this Agreement with like effect as if fully set forth herein.

3. It is understood and agreed that said tools, equipment, apparatus, facilities, transportation, labor, and materials shall be furnished and said work performed and completed as required in said Drawings and Project Manual under the direction and supervision of the Contractor and subject to the approval of the Architect and District. The Architect and District shall have the right to accept or reject materials or workmanship, and to determine when the Contractor has complied with the conditions of the Contract. The Building Inspector employed by the District shall represent the Architect and District on the project.
4. In accordance with SB 975 and the provisions of Section 1770 and 1773 of the Labor Code, the project is a "Public Work" and the District has determined the general prevailing rate of wages applicable to the work to be done. These rates are set forth in a schedule located as indicated in the Notice to Contractors. Said schedule is available to any interested party on request. The Contractor shall post a copy at all job sites.

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6. Pursuant to Section 4551 of the Government Code of the State of California, the following provisions shall be a part of this Contract:

In entering into a public works contract, the Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all courses of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchases of goods, services or materials pursuant to the public works contract or subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor without further acknowledgement by the parties.

7. The District agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of

One Million Three Hundred Six Thousand Nine Hundred Eleven DOLLARS

\$1,306,911.00.

which sum is to be paid according to the provisions of the General and Supplementary Conditions. This sum is payment for performance of work covered by Base Bid.

8. The Contractor shall prosecute the Work in a prompt, diligent and workmanlike manner. The time limit for the completion of said Work is **[Two Hundred (200)]** calendar days from and after the date the Contractor is instructed in writing by the Architect or District to proceed with the work. Should the Work contracted for under this Agreement not be completed within the Contract Performance Period plus, if any, authorized extensions of time, there will be deducted from any money due or that which may become due the Contractor under this Contract the sum of **One Thousand Dollars (\$1,000)** per day as liquidated damages, but not as a penalty, for each day of delay after the expiration of such period until the final physical completion of the Work and its delivery to District. In addition, extended liquidated damages (same amount as above), may be assessed by the District if punch list work is not completed as described in Section 01 1000, Summary of Work.
9. Contractor agrees to relinquish all claims for costs incurred for any approved extensions of time limit for completion of work unless such extensions are due to the willful and negligent acts of the District or Architect.

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IN WITNESS HEREOF, the said Board of Trustees has caused this Agreement to be subscribed by its duly authorized officer on its behalf, and the said Contractor has signed this Agreement the day and year first above written.

Willows Unified  
School District of Glenn County, a Political Subdivision of  
the State of California

by \_\_\_\_\_  
Authorized Official

Enviroplex, Inc.  
Contractor

by \_\_\_\_\_

Title President

10. "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing with the performance of the work of the Contract".

Enviroplex. Inc.  
Contractor

by \_\_\_\_\_

Title President

Approved as to form:

\_\_\_\_\_  
School District Legal Counsel

**Bid Summary**

Murdock Elementary School - Modular Classroom & Toilet Room Buildings  
 Willows Unified School District  
 12/22/17 4:30pm  
 Architect's Project No.: 17-1317  
 Architect's Estimate: \$1,000,000



Plan Holder Name	Addendum	Bid form	Sub list	Bid Bond	Non-Collusion	DVBE Docs	Appendix list	Base Bid
	#1							
Enviroplex	x	x	x	x	x	x	x	\$1,306,911.00

BID FORM  
Section 00 4113  
17-1317

For: Enviroplex, Inc.  
Contractor

Bids will be received until **4:30pm on December 22, 2017.**

TO THE HONORABLE:

Governing Board of the **Willows Unified School District, Glenn County, California**, hereinafter referred to as School District:

LADIES/GENTLEMEN:

1. The undersigned hereby proposes and agrees to furnish any and all required labor, material, equipment, transportation and services for construction of **MODULAR CLASSROOM AND TOILET ROOM BUILDINGS AT MURDOCK ELEMENTARY SCHOOL** for the **District** in strict conformity with the Drawings, Project Manual, and other documents on file at the office of the Architect, Rainforth Grau Architects, 2407 J Street, Suite 300, Sacramento, CA 95816, for the following sum(s):

BASE BID:

One million three hundred six thousand nine hundred eleven DOLLARS

\$ 1,306,911.00

3. CONTRACT PERFORMANCE PERIOD: As described in Section 01 1100 - Summary of Work.
4. The undersigned agrees that, should the work not be completed within the time hereinabove stated from and after the date the Contractor is instructed to proceed by the Architect or District, an amount equal to **ONE THOUSAND DOLLARS (\$1,000)** per calendar day for each day of delay after the expiration of such period shall be deducted from the Contract Sum.
5. The undersigned, upon written notice of the acceptance of the bid within ninety (90) calendar days after the date of opening of the bids, hereby agrees to sign said Contract and furnish the necessary bonds within ten (10) days after Notice of Award of said Contract.
6. The undersigned has examined the location of the proposed work and is familiar with the Drawings, Project Manual, and other Contract Documents and the local conditions at the place where the work is to be done.
7. The undersigned has checked carefully all of the above figures and understands that the Governing Board of the District will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.
8. The undersigned acknowledges that the Governing Board of the District reserves the right to reject any and all bids and/or waive any irregularities or informalities in the bidding.
9. Enclosed find Bidders' Bond for 10% of the bid, or Cashier's Check No. \_\_\_\_\_ of the \_\_\_\_\_ Bank for \$ \_\_\_\_\_.
10. PIGGYBACKING COOPERATIVE PURCHASING/OTHER AGENCY

It is the intent of the District that other public school districts, community college districts and public agencies throughout the State of California may purchase identical items at the same unit price(s) subject to the same terms and conditions, pursuant to Public Contract Code Sections 20118 and 20652. Building freight/shipping charges are included in the bid price

s for the District only. Additional freight/shipping charges that may be required by other agencies are outside the scope of the base bid. Furthermore, additional charges are due to site conditions that may apply and are also outside the scope of the base bid. The District waives its rights to require other districts to draw their warrants in favor of the District and authorizes each district to make payment directly to the successful bidder.

After Award of Contract, the District will determine whether to proceed with the work defined by Alternate Prices. The Construction Contract will be executed based on Base Price plus the sum of District chosen Alternate Prices.

The piggyback provisions of this bid apply to any applicable code cycle allowed by DSA.

Contractor shall pay one quarter of one percent (1/4%) fee to the District. This fee shall offset the District's administrative expenses relative to such purchases. Contractor may pass the cost of this expense onto the district/agency purchasing items via this piggyback bid.

The undersigned bidder declares that this Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that the undersigned bidder has not directly or indirectly induced, solicited, colluded, or agreed with any bidder or anyone else to put in a sham bid or to refrain from bidding; that the undersigned bidder has not directly or indirectly sought by agreement, communication or conference with anyone else to fix his bid price or the bid price of any other bidder, or to secure any advantage against the District or anyone interested in this bid as principals are those named herein; that all statements named in this bid are true, that the undersigned bidder has not directly or indirectly submitted his bid price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, to any other person, partnership, corporation, or association, except to such person or persons as have a direct financial interest in the bidder's general business. In accordance with California Contractor licensing procedures, the prime contractor shall possess the required valid contractor's license at the time of contract award.

#### Piggyback Pricing

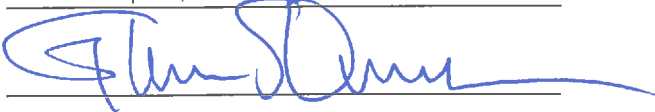
The prices set forth in this Bid Form which the District shall pay the Contractor, are to remain firm until January 11 2020. Adjustments, if approved by the District, for subsequent years may be adjusted quarterly beginning in January 2020, pursuant to the following formula provided the Contractor submits a request to the District for a price adjustment in writing no later than July 1, 2019. The price adjusted shall be no more than a 2% escalation every 6 months beginning July 1, 2020 and again January 1, 2021 and every 6 months afterwards.

10. Receipt is acknowledged of Addenda as follows:

No. 1 12-19-17      No. 2 \_\_\_\_\_      No. 3 \_\_\_\_\_      No. 4 \_\_\_\_\_

**BID FORM**  
**Section 00 4113**  
**17-1317**

11. The undersigned has submitted with this Bid Form the properly executed List of Subcontractors and Non-Collusion Declaration.

Contractor Enviroplex, Inc.  
Signature   
Address 4777 E. Carpenter Road  
Stockton, CA 95215  
Contractor's State License Board No. 640557  
Classification B  
Expiration Date 3-31-18

Dated this 21 day of December, **2017**

LIST OF SUBCONTRACTORS FOR Enviroplex, Inc., GENERAL CONTRACTOR

**PROJECT BID FOR MODULAR CLASSROOM BUILDINGS AND MODULAR TOILET ROOM BUILDINGS AT MURDOCK ELEMENTARY SCHOOL**

Pursuant to the provisions of Sections 4100 to 4113 inclusive, of the Public Contract Code of the State of California, and as set forth in Instructions to Bidders, and the General Conditions, the above named Contractor hereby designates below the names and locations of the place of business of each subcontractor.

<u>WORK TO BE DONE</u>	<u>NAME OF SUBCONTRACTOR</u>	<u>LOCATION OF PLACE OF BUSINESS</u>
Flooring	Tracy Flooring	Tracy, CA
Flooring	DFS Flooring	Sacramento, CA
Plumbing	Overmier Company	San Andeas, CA
Millwork	ICAD	Hayward, CA
Crane	American Crane	Manteca, CA
Restroom Partitions	American Sheet Metal	McClellan, CA
Foundation	Lamon Construction	Yuba City, CA
Installation	Anaya Construction	Salida, CA

NOTE THAT ALL SUBCONTRACTORS MUST BE LICENSED by the Contractors State License Board to perform construction work they will be undertaking. Department of Housing certificate of "approval" is not an acceptable substitute for this requirement.

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