

NON-COLLUSION
DECLARATION
Section 00 4519
17-1317

Note: This form is to be notarized by a Notary Public.

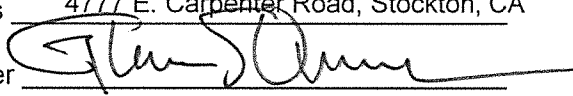
Non-collusion Declaration to be Executed
by Bidder and Submitted with Bid for
MODULAR CLASSROOM AND TOILET ROOM BUILDINGS AT MURDOCK ELEMENTARY SCHOOL
Willows Unified School District

State of California)
County of San Joaquin) ss.

" Glenn S. Owens, being first duly sworn, deposes and says that he or she is President of Enviroplex, Inc the party making the foregoing bid that the 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 bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any depository, or to any member or agent thereof to effectuate a collusive or sham bid."

Company Name Enviroplex, Inc.

Company Address 4777 E. Carpenter Road, Stockton, CA

Signature of Officer 

Title President

State of California

County of _____

On _____ before me, _____,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____, personally
Name(s) of Signer(s)

known to me - OR - proved to me on the basis of satisfactory evidence to be the person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she /they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

See attached

WITNESS my hand and official seal.

Signature of Notary Public

**NON-COLLUSION
DECLARATION
Section 00 4519
17-1317**

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

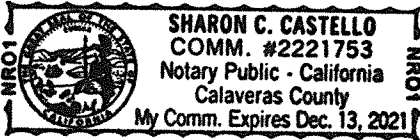
State of California
County of San Joaquin

On 21-DEC-2017 before me, Sharon C. Castello, Notary Public
(insert name and title of the officer)

personally appeared Glenn Owens *****
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Sharon C. Castello (Seal)

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

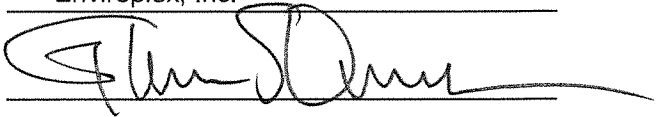
The prices set forth in this Bid Form which the District shall pay the Contractor, are to remain firm until January 11 2020. Adjustments, if approved by the District, for subsequent years may be adjusted quarterly beginning in January 2020, pursuant to the following formula provided the Contractor submits 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 Andreas, 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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CALIFORNIA BID BOND
Section 00 6126
17-1317

Bond No. n/a

Amount \$ n/a

KNOW ALL MEN BY THESE PRESENTS, that Enviroplex, Inc.

hereinafter called the PRINCIPAL, and Liberty Mutual Insurance Company

a corporation duly organized under the laws of the State of Massachusetts

having its principal place of business at 1001 - 4th Avenue, 37th Floor,

Massachusetts, and authorized to do business in the State

of California, as SURETY, are held and firmly bound unto Willows Unified School

District, as DISTRICT, hereinafter called the OBLIGEE, in the sum of Ten percent of the total

amount bid dollars (\$ 10% of the total*) for the payment for

which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. *amount bid

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid for _____

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

said Bid, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if said Bid shall be rejected, or in the alternate, if said Bid shall be accepted and the PRINCIPAL shall sign and deliver a Contract to OBLIGEE, in the form of Contract attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto (all completed in accordance with said Bid) to OBLIGEE, and shall in all other respects perform the agreement created by the acceptance of said Bid;

Then, this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the SURETY for any and all default of the PRINCIPAL hereunder shall be the amount of this obligation as herein stated.

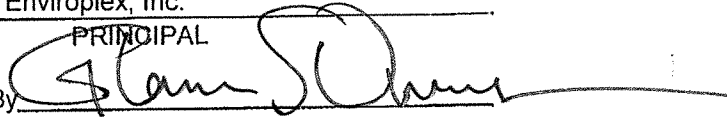
The SURETY, for value received, hereby stipulates and agrees that the obligations of said

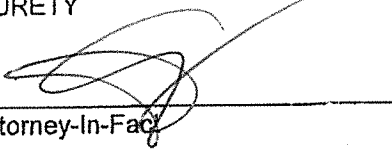
CALIFORNIA BID BOND
Section 00 6126
17-1317

SURETY and its bond shall be in no way impaired or affected by any extension of the time within which the District may accept such Bid, and said SURETY does hereby waive notice of any such extension.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed and sealed this 13th day of December, 2017.

Enviroplex, Inc.
PRINCIPAL
By 

Liberty Mutual Insurance Company
SURETY
By 
Edith Garibay, Attorney-In-Fact

The rate of premium on this bond is n/a per thousand.

Total amount of premium charged \$ n/a.

Address of surety for service of notice:

Liberty Mutual Insurance Company
1001 – 4th Avenue, 37th Floor
Seattle, WA 98154

Telephone No. 858-255-3988

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

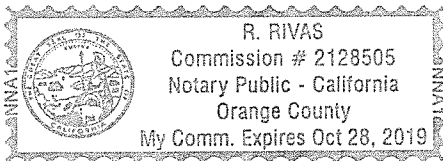
On December 13, 2017 before me, R. Rivas, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Edith Garibay
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
R. Rivas Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edith Garibay
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6998374

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Edith Garibay; Eugene T. Zondlo; Rosa E. Rivas

all of the city of LOS ANGELES, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of May, 2015.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 27th day of May, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

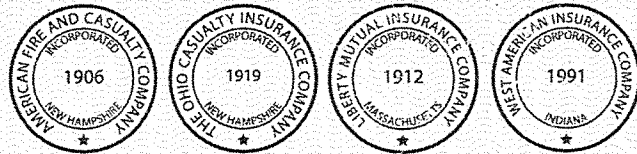
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of December, 2017.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.