

**OWNER-CONTRACTOR AGREEMENT  
Section 00 5213  
17-1293**

This Agreement is made and entered into this 12<sup>th</sup> day of April, 2018, by and between Willows Unified School District of Glenn County, California, First Party, sometimes hereinafter called the Owner and **McCuen Construction, 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 AFFIDAVIT, 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 Owner hereunder, necessary to perform and complete in a manner acceptable to the Owner and Architect, the work of

**Willows High School - Bleacher HVAC Modernization**

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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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 Owner. The Architect and Owner 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 Owner 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 Owner 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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5. 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.

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

Two Million, Eight Hundred and Fifty Thousand DOLLARS

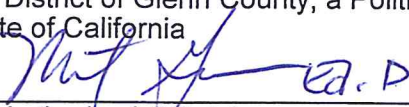
\$ 2,850,000.00


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.

7. The Contractor shall prosecute the Work in a prompt, diligent and workmanlike manner. The time limit for the completion of said Work is **one hundred eighteen (118)** calendar days from and after the date the Contractor is instructed in writing by the Architect or Owner 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 (\$1,000.00.) 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 Owner. In addition, extended liquidated damages (same amount as above), may be assessed by the Owner if punch list work is not completed as described in Section 01 1000, Summary of Work.
8. 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 Owner 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  ed. P.  
Authorized Official

McCuen Construction, Inc.  
Contractor  
by   
Title V.P. Northern Division

9. "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".

McCuen Construction, Inc.  
Contractor  
by   
Title V.P. Northern Division

Approved as to form:

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School District Legal Counsel