

# **SANTA ROSA HIGH SCHOOL DISTRICT**

## **PHS Courtyard Drainage**

### **SECTION 4 AGREEMENT**

## AGREEMENT

THIS AGREEMENT is made this 27 day of February in the County of Sonoma, State of California, by and between the **Santa Rosa High School District** (the "District") and **Rege Construction, Inc.** (the "Contractor"). The District and Contractor may be referred to herein individually as a "Party" and collectively as the "Parties."

## RECITALS

- A. District is contracting for **PHS Courtyard Drainage** ("Project").
- B. Contractor has been selected as the lowest responsible and responsive bidder to perform civil grading and concrete work for Project.
- C. District desires that the Contractor complete the Project in accordance with the terms and conditions set forth in this Agreement and all Contract Documents incorporated herein.

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE 1 - SCOPE OF WORK.** The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project:

### **PHS Courtyard Drainage**

in strict compliance with the Contract Documents as specified in Article 4 below, which shall be free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for the Project.

**ARTICLE 2 - TIME FOR COMPLETION.** The Contractor shall mobilize and commence work on the Project at the direction of District staff. Time is of the essence for this Contract and the Contractor shall complete the Project within the period specified in the Special Conditions and in accordance with the schedule for the Project developed by the District and the Construction Manager, if applicable. Any additional projects will be coordinated between the District and Contractor. In entering into this Agreement, Contractor acknowledges and agrees that the duration stipulated herein is adequate and reasonable for the size and scope of the Project.

**ARTICLE 3 - CONTRACT PRICE.** As full compensation for the Contractor's complete and satisfactory performance of the work and activities described in the Contract Documents, the District agrees to pay Contractor, and Contractor agrees to accept the sum of **One Hundred Eighty-Five Thousand Sixty-One Dollars and Ten Cents**, (\$185,061.10), which shall be paid to the Contractor according to the Contract Documents. Payment and performance bonds are to be issued each in the amount of one hundred percent (100%) of the total amount payment under the Contract. Contractor shall adjust the payment and performance bonds if outstanding work exceeds the original amount of the bonds.

The Contract Price is subject to increases or decreases as provided in the Contract Documents. The District shall pay the Contract Price to the Contractor in accordance with the General Conditions.

**ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT.** The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice to Bidders  
Instructions to Bidders  
Bid Form and Proposal, as accepted  
Bid Bond  
Designated Subcontractors List  
Non-Collusion Affidavit  
Project Warranty  
Agreement  
Performance Bond  
Payment Bond  
General Conditions  
Special Conditions  
Drawings and Specifications  
Notice of Award  
Notice to Proceed  
Workers' Compensation Certification  
Drug-Free Workplace Certification  
Contractor's Certification Regarding Alcoholic Beverage and Tobacco-Free Campus Policy  
Criminal Background Investigation/Fingerprinting Certification  
Asbestos-Free Materials Certification  
Bidder's Acknowledgement of Project Schedule  
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Iran Contracting Act Certification  
Substitution Request Form, if applicable  
Escrow Agreement for Security Deposits in Lieu of Retention, if applicable  
[Disabled Veteran Business Enterprises]  
[ Letter of Assent]  
Addenda Nos.   1  ,   2  , \_\_\_ - \_\_\_ as issued

All of the above-named Contract Documents are intended to be complementary. Work required by one of the above-named Contract Documents and not by others shall be done as if required by all. This Agreement shall supersede any prior agreement of the Parties.

**ARTICLE 5 – PREVAILING WAGES.** This Project is a public works project subject to prevailing wage requirements and Contractor and its Subcontractors are required to pay all workers employed for the performance of this Contract no less than the applicable prevailing wage rate for each such worker. Contractor acknowledges that the project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations in accordance with Labor Code § 1770 et seq.

**ARTICLE 6 – LIQUIDATED DAMAGES.** Liquidated damages for the Contractor's failure to complete the Contract within the time fixed for Substantial Completion are established in the amount of \$[500] per calendar day and as further set forth in the General Conditions and Special Conditions.

**ARTICLE 7 – CONTRACTOR'S LICENSE.** The Contractor must possess throughout the Project the legally-required contractor's license classification for this Project, issued by the State of California, which must be current and in good standing.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written. To the extent that there exists any conflicts or inconsistencies between this Agreement and the General Conditions, the provisions contained in the General Conditions shall govern.

**CONTRACTOR:**

**DISTRICT:**

Rege Construction, Inc.

Santa Rosa High School District

By: William Rege  
William Rege  
President

By: \_\_\_\_\_  
Lisa August  
[Associate Superintendent, Business Services]

(Corporate Seal)

Approved by Governing Board: \_\_\_\_\_

[END OF DOCUMENT]

### Certificate Of Completion

Envelope Id: B8F20736-0B27-4879-A441-6EFBD02A2415	Status: Completed
Subject: Complete with Docusign: PHS Courtyard Agreement - Rege Construction, Inc.docx - Google Docs.pdf	
Source Envelope:	
Document Pages: 4	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jonette Johnson
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	4707 Mangles Boulevard
	Fairfield, CA 94534
	jonette.johnson@vpcsonline.com
	IP Address: 157.131.81.166

### Record Tracking

Status: Original	Holder: Jonette Johnson	Location: DocuSign
2/6/2025 4:40:06 PM	jonette.johnson@vpcsonline.com	

### Signer Events

Signer Events	Signature	Timestamp
William Rege amber@regeconstruction.com President Security Level: Email, Account Authentication (None)		Sent: 2/7/2025 5:02:34 PM Viewed: 2/10/2025 7:10:36 AM Signed: 2/10/2025 7:11:10 AM
	Signature Adoption: Pre-selected Style Using IP Address: 12.206.83.26	

**Electronic Record and Signature Disclosure:**  
 Accepted: 2/10/2025 7:10:36 AM  
 ID: ba57a1ab-fb56-43ce-b244-34d706087d95

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/7/2025 5:02:34 PM
Certified Delivered	Security Checked	2/10/2025 7:10:36 AM
Signing Complete	Security Checked	2/10/2025 7:11:10 AM
Completed	Security Checked	2/10/2025 7:11:10 AM

Payment Events	Status	Timestamps

### Electronic Record and Signature Disclosure

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Van Pelt Construction Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Van Pelt Construction Services:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [eric@vpcsonline.com](mailto:eric@vpcsonline.com)

### **To advise Van Pelt Construction Services of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [eric@vpcsonline.com](mailto:eric@vpcsonline.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Van Pelt Construction Services**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [eric@vpcsonline.com](mailto:eric@vpcsonline.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Van Pelt Construction Services**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [eric@vpcsonline.com](mailto:eric@vpcsonline.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Van Pelt Construction Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Van Pelt Construction Services during the course of your relationship with Van Pelt Construction Services.