COUNTY OF GLENN
AGREEMENT BETWEEN THE COUNTY OF GLENN
AND UNITED BUILDING CONTRACTORS, INC.

Contract No: Pending Agreement

THIS AGREEMENT made and entered into this 3rd day of March, 2020, between the County of Glenn, a political subdivision of the State of California, hereinafter referred to as “County” and United Building Contractors, Inc., hereinafter referred to “Contractor”;

WHEREAS, the Governing Board of the County caused plans and specifications for the work hereinafter mentioned to be prepared, and therefore did approve and adopt said plans and specifications; and

WHEREAS, the Governing Board of the County did cause to be published for the time and in the manner required by law, a Notice inviting bids for the performance of said work; and

WHEREAS, the Contractor, in response to such Notice, submitted to the Governing Board of the County within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the work specified in said plans and specifications, which said bid and proposal, and the other bids and proposals submitted in response to said Notice, the Governing Board of the County publicly opened and canvassed in the manner provided by law; and

WHEREAS, the Contractor was the lowest responsible bidder for the performance of said work, and said Governing Board of the County, as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for said work and award to a contract therefor.

NOW, THEREFORE, in consideration of the promises herein, it is mutually agreed between the parties hereto as follows:

I. CONTRACT DOCUMENTS

The following documents are by this reference incorporated in and made a part of this Agreement: The Notice to Bidders with all addenda; the contract drawings; the contract specifications; the Bid Form of Contractor; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications. In the case of conflicting documents, this Agreement takes precedence over all other documents.

II. SCOPE OF WORK

That the Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. Pending Agreement, Hamilton City
Community Hall and Chester Walker Memorial Library – ADA Upgrade Project, as provided for and set forth in said plans and specifications, or in either of them, which said plans and specifications are hereby referred to and by such reference incorporated herein and made a part of this Agreement.

All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of County who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with said plans and specifications, together with the right to require the Contractor to replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with said plans and specifications.

III. COMPLETION

Said work shall be completed and ready for acceptance within 60 calendar days following the date of commencement of Contract Time stated in the Notice to Proceed.

IV. PAYMENT

Attached hereto as Exhibit “A” and by reference made a part hereof, is the bid form of the Contractor. Said bid containing, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The County agrees, in consideration of the work to be performed herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the above mentioned bid, and this Agreement, to wit: six hundred ninety six thousand seven hundred and sixty dollars ($696,760). Said sum shall be paid in accordance with Section 9 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

V. PREVAILING WAGES

Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of said work by Contractor, or by any subcontractor doing or contracting to do any part of said work. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at, the office of the Clerk of the Governing Board.

Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations. The contractor
and all subcontractors must furnish electronic certified payroll records to the Labor Commissioner of the Department of Industrial Relations.

VI. INSURANCE

The Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, workers’ compensation and builders’ risk insurance as required by Section 00 73 00 Supplemental Conditions.

VII. WORKERS’ COMPENSATION CERTIFICATION

By execution of this Agreement, the Contractor certifies as follows:

“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 the performance of the work of this contract.”

VIII. PERFORMANCE AND PAYMENT BONDS

The Contractor shall, before beginning said work, file two bonds with the County, each made payable to the County. These bonds shall be issued by a surety company authorized to do business in the State of California, and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement.

The second bond shall be the payment bond required by California Civil Code Division 3, Part 4, Title 15, Chapter 7, and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

IX. INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the County (including their officers, agents, members, employees, affiliates, and representatives) as set forth in the following:

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the County of Glenn, its governing Board, officers, directors, agents, employees, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages and all costs incidental hereto, including cost of defense, settlement, arbitration, and reasonable attorneys’ fees arising out of, pertaining to, or resulting from the acts or omissions of the Contractor, its officers, agents or employees, or the acts or omissions of anyone else directly or
indirectly acting on behalf of the Contractor, or for which the Contractor is legally liable under the law, regardless of whether caused in part by a party indemnified hereunder.

The indemnities set forth in this section shall not be limited by the insurance requirements set forth in the Contract.

X. MISCELLANEOUS PROVISIONS

This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of County in the same manner as if such parties had been expressly named herein.

This agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Glenn.

A party’s failure to insist on strict performance of this contract or to exercise any right or remedy upon breach of this contract shall not constitute a waiver of such performance, right, or remedy. No waiver is binding unless set forth in writing signed by the waiving party.

This agreement, all exhibits attached hereto, all other terms or provisions incorporated herein by reference (including the Plans and Specifications), and any notice to proceed issued in accordance with the terms hereof constitute the entire agreement and understanding between the County and Contractor as to the subject matter hereof. It supersedes all prior agreements and representations whether written and oral.

This agreement reflects the contributions of both parties and accordingly the provisions of Civil Code Section 1654 shall not apply in interpreting this Agreement.

All times stated herein or in the contract documents are of the essence hereof.

As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter.

This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.

IN WITNESS WHEREOF, County and Contractor have caused this Agreement to be executed as of the day and year first above written.
COUNTY OF GLENN

CONTRACTOR

By: _____________________________
Scott De Moss, County Administrative Officer

By: _____________________________
Authorized Representative

Title: ___________________________

Awarded by the Glenn County
Board of Supervisors on

_________________________________

APPROVED AS TO FORM:

_________________________________
William J. Vanasek
County Counsel, Glenn County
PROJECT: Interior Tenant Improvement for Hamilton City Community Hall and Chester Walker Memorial Library –ADA Upgrade
Issue for Bid – Nov 2019

SECTION 00 41 00

BID FORM

FOR: GLENN COUNTY
HAMilton City COMMUNITY HALL AND CHESTER WALKER MEMORIAL LIBRARY –ADA UPGRADE
GENERAL CONTRACTOR

BID TO: Honorable Board of Supervisors of the County of Glenn
525 W. Sycamore Street, Suite B1
Willows, CA 95988
Glenn County, State of California

BID FROM:

Firm Name: United Building Contractors, Inc. Telephone: (530) 345-8455

Address: PO Box 6039, Chico CA 95927

Contractor’s License Number: 679303

License Classification: A/B/C-20 License Expiration Date: 9/30/2020

Contractor’s Federal Tax I.D. Number: 20-0494371

California Department of Industrial Relations Number: 1000001769

DUNS Number:

TYPE OF BUSINESS:

☒ CORPORATION: STATE OF INCORPORATION: California

[ ] PARTNERSHIP

[ ] JOINT VENTURE

[ ] PRIVATE INDIVIDUAL

[ ] INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

I HEREBY SWEAR AND CERTIFY UNDER PENALTY OF PERJURY THAT THE ABOVE STATEMENTS ARE TRUE.

Bid and certification submitted by:

Signature ______________________________ Date 1/27/2020

Authorized Representative

Title President

BID FORM 00 41 00 - 1
1.0 BIDDER'S REPRESENTATIONS

Bidder, represents that:

A) It has the appropriate active Contractor's license required by the State of California;

B) It shall complete the attached Statement of Experience;

C) It has carefully read and examined the Bidding Documents for the proposed Work on this Project;

D) It has examined the site of the proposed Work and all Information Available to Bidders;

E) It has become familiar with all the conditions related to the proposed Work, including the availability of labor, materials, and equipment.

F) It shall comply with all Labor compliance and regulations set forth in Exhibit A - Department of Housing & Community Development - CDBG Program Labor Compliance & Contract Language

Bidder hereby offers to furnish all labor, materials, equipment, tools, transportation, and services necessary to complete the proposed Work on this Project in accordance with the Contract Documents for the sums quoted. Bidder further agrees that it will not withdraw its Bid within Forty-Five {45} days after the Bid Deadline, and that, if it is selected as the apparent lowest responsive and responsible Bidder, that it will, within fourteen {14} days after receipt of notice of selection, sign and deliver to Glenn County the Agreement and furnish to Glenn County all items required by the Bidding Documents. If awarded the contract, Bidder agrees to schedule and execute the Work in accordance with the Construction Documents and agrees to fully complete the Work within the Contract Time.

2.0 ADDENDA

Bidder acknowledges receipt of the following addenda and has included all work in its Lump Sum Bid amount.

<table>
<thead>
<tr>
<th>Addendum #</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>12/13/2019</td>
</tr>
<tr>
<td>2</td>
<td>12/17/2019</td>
</tr>
<tr>
<td>3</td>
<td>12/23/2019</td>
</tr>
<tr>
<td>4</td>
<td>12/23/2019</td>
</tr>
<tr>
<td>5</td>
<td>1/2/2020</td>
</tr>
<tr>
<td>6</td>
<td>1/16/2020</td>
</tr>
<tr>
<td>7</td>
<td>1/17/2020</td>
</tr>
</tbody>
</table>
**PROJECT:** Interior Tenant Improvement for Hamilton City Community Hall and Chester Walker Memorial Library – ADA Upgrade  
**Issue for Bid – Nov 2019**

### 3.0 BID ITEM LIST

Pursuant to your published Notice to Bidders for the above referenced project, and in accordance with the approved Plans and Specifications for that project, the following bid for said entire project is submitted by the firm indicated on the last page of this Bid Form.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit price, dollars</th>
<th>Total bid item price, dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Mobilization</td>
<td>1</td>
<td>LS</td>
<td>$2,500</td>
<td>$2,500</td>
</tr>
<tr>
<td>2.</td>
<td>Improvements to Hamilton City Community Hall</td>
<td>1</td>
<td>LS</td>
<td>$342,650</td>
<td>$342,650</td>
</tr>
<tr>
<td>3.</td>
<td>Improvements to Chester Walker Memorial Library</td>
<td>1</td>
<td>LS</td>
<td>$146,850</td>
<td>$146,850</td>
</tr>
</tbody>
</table>

**BASE BID**

TOTAL BASE BID (in figures) Items 1 through 3: $149,000

### ADDITIVE ALTERNATES

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit price, dollars</th>
<th>Total bid item price, dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.</td>
<td>Pave Gravel Parking Area</td>
<td>1</td>
<td>LS</td>
<td>$375.00</td>
<td>$375.00</td>
</tr>
<tr>
<td>5.</td>
<td>Upgrade Linoleum to Carpet Squares in Library</td>
<td>1</td>
<td>LS</td>
<td>$617.25</td>
<td>$617.25</td>
</tr>
<tr>
<td>6.</td>
<td>Convert Stage Dressing Area to Restroom</td>
<td>1</td>
<td>LS</td>
<td>$22,000</td>
<td>$22,000</td>
</tr>
<tr>
<td>7.</td>
<td>Copper Piping in Lieu of PEX</td>
<td>1</td>
<td>LS</td>
<td>$2,500</td>
<td>$2,500</td>
</tr>
</tbody>
</table>
PROJECT: Interior Tenant Improvement for Hamilton City Community Hall and Chester Walker Memorial Library - ADA Upgrade
Issue for Bid – Nov 2019
4.0 SELECTION OF APPARENT LOW BIDDER

1. The County shall determine the lowest responsible, responsive bidder based on the lowest TOTAL BASE BID.

2. If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the two bonds in the sums to be determined as aforesaid with surety satisfactory to the County of Glenn, within 10 days, not including Saturdays, Sundays, and legal holidays, after the bidder has received notice from the Director that the contract has been awarded, the County of Glenn may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the County of Glenn.

3. In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid.

4. The County, if it chooses to award, shall award the contract to the lowest responsible, responsive bidder based on the criteria listed in note 1 above, however, the County may at its discretion, award the base bid along with any combination of the bid alternates it chooses.
5.0 BID GUARANTY

Bid security must be a bidders bond, a certified check or cashiers check payable to the County of Glenn, or cash. Bids secured by personal checks or personal guarantees will be rejected.

6.0 AFFIDAVIT OF NONCOLLUSION

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder swears, deposes and says that he or she, as the party making the foregoing bid, declares 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 fix any overhead, profit, or cost element of the bid price, or that of 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 fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Noncollusion Affidavit (Exhibit 12-E Attachment D, Title 23 United States Code Section 112 and Public Contract Code Section 7106)
PROJECT: Interior Tenant Improvement for Hamilton City Community Hall and Chester Walker Memorial Library – ADA Upgrade
Issue for Bid – Nov 2019

7.0 STATEMENT OF EXPERIENCE

The bidder has been engaged in the contracting business, under the present business name for 16 years. Experience in work of a nature similar to that covered in the proposal extends over a period of 27 years.

The bidder, as a Contractor, has never failed to satisfactorily complete a Contract awarded to him, except as follows: N/A

The following contracts have been satisfactorily completed in the last three (3) years for the persons, firm or authority indicated, and to whom reference is made:

<table>
<thead>
<tr>
<th>Year</th>
<th>Type of Work</th>
<th>Contract Amount</th>
<th>Owner/Agency for Whom Work was Performed</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>New Construction</td>
<td>$8,900,000</td>
<td>Butte College</td>
</tr>
<tr>
<td>2019</td>
<td>Modernization</td>
<td>$1,151,155</td>
<td>Chico Unified School District</td>
</tr>
<tr>
<td>2019</td>
<td>New Construction</td>
<td>$12,975,387</td>
<td>Chico Unified School District</td>
</tr>
<tr>
<td>2019</td>
<td>New Construction</td>
<td>$12,060,506</td>
<td>Chico Unified School District</td>
</tr>
<tr>
<td>2018</td>
<td>New Construction</td>
<td>$4,977,191</td>
<td>Chico Unified School District</td>
</tr>
<tr>
<td>2018</td>
<td>Site Work, Portable Relocation</td>
<td>$615,553</td>
<td>Chico Unified School District</td>
</tr>
</tbody>
</table>

The following is a list of plant and equipment owned by the bidder, which is definitely available for use on the proposed work as required. Provide additional sheets if necessary.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Name, Type and Capacity</th>
<th>Condition</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Ford Crew Truck</td>
<td>Good</td>
<td>Chico, CA</td>
</tr>
<tr>
<td>2</td>
<td>CAT Excavator</td>
<td>Good</td>
<td>Chico, CA</td>
</tr>
<tr>
<td>3</td>
<td>CAT Skidsteers</td>
<td>Good</td>
<td>Chico, CA</td>
</tr>
</tbody>
</table>
SUBMIT THIS SHEET, ADDITIONAL SHEETS, AND/OR A SIMILARLY FORMATTED DOCUMENT AS PART OF YOUR BID

8.0 SUBCONTRACTOR LISTING

In accordance with the California Public Contract Code, Division 2, Part 1, Chapter 4, Section 4100, and following, the subcontractors listed on the Bid Form attachment will perform the indicated work of improvement on the project.

The list shall specify the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the contractor in or about the construction of the work or improvement, or a subcontractor licensed by the state of California who, under subcontract to the contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, (b) the portion of the work which will be done by each subcontractor. The contractor shall list only one subcontractor for each such portion as is defined by the contractor in its bid. Per 00 20 00 Instructions to Bidders.

The following are the names and locations of places of business of all subcontractors who will perform work or labor or render service to the bidder in or about the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the total bid or in the case of bids for the construction of streets and highways, including bridges, in an amount in excess of one-half of one percent (0.5%) of the total bid or ten thousand dollars ($10,000) whichever is greater.

<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Subcontractor Name / Contractor's License #</th>
<th>Place of Business</th>
<th>DIR Registration #</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONCRETE</td>
<td>Rock Creek Construction 883815</td>
<td>Chico, CA</td>
<td>1000038332</td>
</tr>
<tr>
<td>Site Grading / Paving</td>
<td>CASCO 597565</td>
<td>Chico, CA</td>
<td>1000010229</td>
</tr>
<tr>
<td>Railings</td>
<td>Orland Cabinets 189381</td>
<td>Orland, CA</td>
<td>100000536</td>
</tr>
<tr>
<td>Case Work</td>
<td>Harrison Drywall 608709</td>
<td>Chico, CA</td>
<td>1000004456</td>
</tr>
<tr>
<td>Drywall / Framing</td>
<td>Harrison Drywall 608709</td>
<td>Chico, CA</td>
<td>1000004456</td>
</tr>
</tbody>
</table>
8.0 **SUBCONTRACTOR LISTING**

In accordance with the California Public Contract Code, Division 2, Part 1, Chapter 4, Section 4100, and following, the subcontractors listed on the Bid Form attachment will perform the indicated work of improvement on the project.

The list shall specify the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the contractor in or about the construction of the work or improvement, or a subcontractor licensed by the state of California who, under subcontract to the contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, (b) the portion of the work which will be done by each subcontractor. The contractor shall list only one subcontractor for each such portion as is defined by the contractor in its bid. Per 00 20 00 Instructions to Bidders.

The following are the names and locations of places of business of all subcontractors who will perform work or labor or render service to the bidder in or about the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the total bid or in the case of bids for the construction of streets and highways, including bridges, in an amount in excess of one-half of one percent (0.5%) of the total bid or ten thousand dollars ($10,000) whichever is greater.

<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Subcontractor Name / Contractor's License #</th>
<th>Place of Business</th>
<th>DIR Registration #</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Tile</strong></td>
<td>Eric Ross Tile 689398</td>
<td>Redding, CA</td>
<td>1000001065</td>
</tr>
<tr>
<td><strong>Flooring</strong></td>
<td>Kerry Wilson Flooring 449026</td>
<td>Yuba City, CA</td>
<td>1000011457</td>
</tr>
<tr>
<td><strong>Paint</strong></td>
<td>Mip 991766</td>
<td>Shasta Lake, CA</td>
<td>1000012134</td>
</tr>
<tr>
<td><strong>Towel Access.</strong></td>
<td>Murph Specialties 956735</td>
<td>Vacaville, CA</td>
<td>1000004027</td>
</tr>
<tr>
<td><strong>Wheelchair Lift</strong></td>
<td>Arrow Lift 995146</td>
<td>Clovis, CA</td>
<td>1000027913</td>
</tr>
</tbody>
</table>
8.0 **SUBCONTRACTOR LISTING**

In accordance with the California Public Contract Code, Division 2, Part 1, Chapter 4, Section 4100, and following, the subcontractors listed on the Bid Form attachment will perform the indicated work of improvement on the project.

The list shall specify the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the contractor in or about the construction of the work or improvement, or a subcontractor licensed by the state of California who, under subcontract to the contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, (b) the portion of the work which will be done by each subcontractor. The contractor shall list only one subcontractor for each such portion as is defined by the contractor in its bid. Per 00 20 00 Instructions to Bidders.

The following are the names and locations of places of business of all subcontractors who will perform work or labor or render service to the bidder in or about the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the total bid or in the case of bids for the construction of streets and highways, including bridges, in an amount in excess of one-half of one percent (0.5%) of the total bid or ten thousand dollars ($10,000) whichever is greater.

<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Subcontractor Name / Contractor’s License #</th>
<th>Place of Business</th>
<th>DIR Registration #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plumbing</td>
<td>Ray Mac 40 3028</td>
<td>Mt. Shasta, CA</td>
<td>10000 0165</td>
</tr>
<tr>
<td>HVAC</td>
<td>Ray Mac 40 3028</td>
<td>Mt. Shasta, CA</td>
<td>10000 0165</td>
</tr>
<tr>
<td>Electrical</td>
<td>Henderson Electric 82 00 87</td>
<td>Chico, CA</td>
<td>100000 2377</td>
</tr>
<tr>
<td>J6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Doors, Frames, Hardware</td>
<td>Western Doors 83 6920</td>
<td>Chico, CA</td>
<td>10000 16674</td>
</tr>
</tbody>
</table>
SUBMIT THIS SHEET, ADDITIONAL SHEETS, AND/OR A SIMILARLY FORMATTED DOCUMENT AS PART OF YOUR BID

8.0 SUBCONTRACTOR LISTING

In accordance with the California Public Contract Code, Division 2, Part 1, Chapter 4, Section 4100, and following, the subcontractors listed on the Bid Form attachment will perform the indicated work of improvement on the project.

The list shall specify the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the contractor in or about the construction of the work or improvement, or a subcontractor licensed by the state of California who, under subcontract to the contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, (b) the portion of the work which will be done by each subcontractor. The contractor shall list only one subcontractor for each such portion as is defined by the contractor in its bid. Per 00 20 00 Instructions to Bidders.

The following are the names and locations of places of business of all subcontractors who will perform work or labor or render service to the bidder in or about the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the total bid or in the case of bids for the construction of streets and highways, including bridges, in an amount in excess of one-half of one percent (0.5%) of the total bid or ten thousand dollars ($10,000) whichever is greater.

<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Subcontractor Name / Contractor’s License #</th>
<th>Place of Business</th>
<th>DIR Registration #</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADA Ramp (Metal)</td>
<td>Al Fene</td>
<td>Chico, CA</td>
<td>1000014180</td>
</tr>
</tbody>
</table>

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
PROJECT: Interior Tenant Improvement for Hamilton City Community Hall and Chester Walker Memorial Library – ADA Upgrade
Issue for Bid – Nov 2019

STATE OF CALIFORNIA CDBG Program
Department of Housing and Community Development

BIDDER’S PROPOSED SECTION 3 CONTRACTS/SUBCONTRACTS

<table>
<thead>
<tr>
<th>Type of Contract (Business or Profession)</th>
<th>Total No.</th>
<th>Total Approximate Dollar Amount</th>
<th>Estimated No. of Contracts to Section 3 Businesses</th>
<th>Estimated Dollar Amount to Section 3 Businesses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business</td>
<td>1</td>
<td>$108,000</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Business</td>
<td>1</td>
<td>$33,500</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Business</td>
<td>1</td>
<td>$27,000</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Business</td>
<td>1</td>
<td>$7,502</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Business</td>
<td>1</td>
<td>$24,000</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Business</td>
<td>1</td>
<td>$10,131</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Business</td>
<td>1</td>
<td>$8,160</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Business</td>
<td>1</td>
<td>$22,800</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Business</td>
<td>1</td>
<td>$5,060</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Business</td>
<td>1</td>
<td>$20,485</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Business</td>
<td>1</td>
<td>$43,325</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Business</td>
<td>1</td>
<td>$48,000</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Business</td>
<td>1</td>
<td>$8,785</td>
<td>0</td>
<td>$0</td>
</tr>
</tbody>
</table>

Section 3 Business Concern:
1. A business that is 51% or more owned by Section 3 residents, or
2. A business whose permanent full time work force at least 30% are Section 3 residents or,
3. A business which contracts a dollar amount of all subcontracts with businesses as defined in numbers 1 and 2 above.

United Building Contractors, Inc.
Company
Hamilton City Library & Community Hall ADA Upgrades
Project Name
16-CDBG-11149
Project Number
James Gilmore, President
Person Completing Form
1/27/2020
Date
PROJECT: Interior Tenant Improvement for Hamilton City Community Hall and Chester Walker Memorial Library – ADA Upgrade
Issue for Bid – Nov 2019
## BID FORM 00 41 00 - 12

**STATE OF CALIFORNIA CDBG Program**
Department of Housing and Community Development

**BIDDER’S SECTION 3 PROPOSED NEW HIRES**

<table>
<thead>
<tr>
<th>Job Category</th>
<th>Total Estimated Positions Needed for the Project</th>
<th>No. of Positions Occupied by Permanent Employees</th>
<th>Number of Positions Not Occupied</th>
<th>No. of Positions to be filled with Section 3 Residents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Officer/Supervisors</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Professionals</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Technical</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Housing Sales/ Rental Management</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Office/Clerical</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Service Workers</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Others</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>TRADE:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Journeymen</td>
<td>4</td>
<td>4</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Apprentices</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Trainees</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Others</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**Section 3 Resident:**
Individual residing in a public housing project or project is located and whose income does not exceed 80% of the higher of the median income, adjusted for family size, for the county of residence or the non-metropolitan area of the state.

**United Building Contractors, Inc.**
Company
Hamilton City Library & Community Hall ADA Upgrades
Project Name
16-CDBG-11149
Project Number
James Gilmore, President
Person Completing Form
1/27/2020
Date
PROJECT: Interior Tenant Improvement for Hamilton City Community Hall and Chester Walker Memorial Library – ADA Upgrade
Issue for Bid – Nov 2019
SECTION 00 60 00

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED

United Building Contractors Inc. as principal; and Liberty Mutual Insurance Company as
Surety, are hereby held and bound unto the COUNTY OF GLENN, hereinafter called the "County", in the
sum of Ten Percent of Total Amount Bid dollars ($ 10% of Total Bid ) which sum is equal to
at least ten (10) percent of the total amount of the bid for the work, payment of which sum, well and truly
to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors,
and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the County
a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing, for the
construction of:

HAMILTON CITY COMMUNITY HALL AND CHESTER WALKER MEMORIAL LIBRARY - ADA UPGRADE
NOW, THEREFORE,

(a) If the Bid is rejected, or in the alternative,

(b) If the Bid is accepted and the Principal shall sign and deliver a Contract, in the form of
Contract attached hereto (all completed in accordance with said Bid and Contract), 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 Surety and
its bond shall be in no way impaired or affected by any extension of the time within which the County may
accept sub bid, and said Surety does hereby waive notice of any such extension.

Should the County fail an action in a court of law to enforce this bond, the prevailing party shall be
entitled to recover any and all costs and fees associated with the litigation, including but not limited to
attorneys' fees and experts' fees. The parties agree that proper venue and jurisdiction for such an action
will be the Superior Court of California in Sacramento County; any party's rights to other venue or
jurisdiction under law (such as California Code of Civil Procedure sections 392 et seq.) are expressly
waived.

IN WITNESS THEREOF, the above-bounden parties have executed this instrument under their several
seals this 20th day of January, 2020, the name and corporate seal of each corporate
party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to
authority of its governing body.

IN PRESENCE OF:

Principal Signature ____________________________ (Seal)
Principal Name ________________________________
Business Address 275 Fairchild Avenue, Ste 106, Chico, CA 95927

Surety Signature ____________________________ (Seal)
Surety Principal Name Ryan Tash, Attorney-in-Fact
Surety Name Liberty Mutual Insurance Company
Business Address 175 Berkeley Street, Boston, MA 02116

The rate of premium on this bond is N/A per thousand.
The total amount of premium charged $ N/A

(Note: This bond must be signed and acknowledged by both the Principal and Surety before a Notary Public, and acknowledgments,
with Notarial Seals, attached hereto. Surety must be authorized and licensed by the California Insurance Commissioner as an
"admitted surety insurer." ) 11 05

SUBMIT BOND OR OTHER CASH GUARANTEE AS PART OF YOUR BID
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 __________________________

On _______________ before me, S. Smith, Notary Public
(insert name and title of the officer)

personally appeared _______________,
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 __________________________ (Seal)
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.

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

Certificate No: 8197227

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation 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,

Susan Fournier, John T. Page, Ryan Tash

all of the city of Rancho Cordova 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 24th day of October, 2018.

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

By:

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 24th day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty 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 King of Prussia, Pennsylvania, on the day and year first above written.

By: Teresa Pastella, Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notary Seal
Teresa Pastella, Notary Public
Upper Octagon Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of 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:


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, 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.


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, in the manner 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 Corporation. 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, 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 20th day of January, 2020.

By:

Renee C. Llewellyn, Assistant Secretary