

BID FORM

FOR

2016 Deferred Maintenance HVAC & Controls Replacement Project

Phase II

(Korematsu ES, Montgomery ES, Pioneer ES and Holmes Jr. HS)

Bid Package No. 16-22

FOR

DAVIS JOINT UNIFIED SCHOOL DISTRICT

CONTRACTOR
NAME:

Hometown Construction, Inc.

ADDRESS:

2507 Elkhorn Blvd.
Rio Linda, CA 95673

TELEPHONE:

(916) 991-2486

FAX:

(916) 991-2881

EMAIL

bid4jobs@yahoo.com

LICENSE NO.

704382

EXPIRATION
DATE

3-31-19

DIR
REGISTRATION
NO.

1000005558

TO: Davis Joint Unified School District, acting by and through its Governing Board, herein called "Owner".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the Owner, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of:

BID PACKAGE NO. 16-22

2016 Deferred Maintenance HVAC & Controls Replacement Project

Phase II

in the Owner described above, all in strict conformance with the drawings and other Contract Documents on file at the Owner Offices of said Owner for amounts set forth herein.

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

Number	Number	Number	Number	Number	Number	Number	Number
#1-3/13/17							

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. **KOREMATSU ES - TOTAL BASE BID CASH PURCHASE PRICE IN WORDS & NUMBERS:**

one Hundred-nineteen Thousand dollars DOLLARS
(\$ 119,000.00)

4. **MONTGOMERY ES - TOTAL BASE BID CASH PURCHASE PRICE IN WORDS & NUMBERS:**

one Hundred Thirty-nine Thousand dollars DOLLARS
(\$ 139,000.00)

5. **PIONEER ES - TOTAL BASE BID CASH PURCHASE PRICE IN WORDS & NUMBERS:**

Three Hundred Sixty-two Thousand dollars DOLLARS
(\$ 362,000.00)

6. **HOLMES Jr. HS - TOTAL BASE BID CASH PURCHASE PRICE IN WORDS & NUMBERS:**

Six Hundred Forty Thousand dollars DOLLARS
(\$ 640,000.00)

7. **PROJECT ALLOWANCE (UNFORSEEN CONDITIONS & OWNER CONTINGENCY)**

(\$ 40,000)

TOTAL BID PRICE (including Project Allowance)

one Million, Three Hundred Thousand dollars DOLLARS
(\$ 1,300,000)

TIME FOR COMPLETION: The Owner may give a notice to proceed within Thirty (30) days of the award of the bid by the Owner. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement. By submitting this bid, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Contractor has included in the analysis of the time required for this Project, and the requisite time to complete Punch List.

In the event that the Owner desires to postpone giving the notice to proceed beyond this Thirty (30) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the Owner. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

It is understood that the Owner reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of Thirty (30) days after the date set for the opening of bids.

7. Attached is bid security in the amount of not less than ten percent (10%) of the bid:
Bid bond (10% of the Bid), certified check, or cashier's check (**circle one**)
8. The required List of Designated Subcontractors is attached hereto.
9. The required Non-Collusion Declaration is attached hereto.
10. The Substitution Request Form, if applicable, is attached hereto.
11. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the Owner a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the Owner the Performance Bond and Payment Bond, all within five (5) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the Owner's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.
12. The names of all persons interested in the foregoing proposal as principals are as follows:

Hometown Construction, Inc

Tamalie Johnstone

Jack Johnstone

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

13. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.
14. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: 704382

License Expiration Date: 3-31-19

Name on License: Hometown Construction, Inc.

Class of License: B, C20 + C36

DIR Registration Number: 100005558

If the bidder is a joint venture, each member of the joint venture must include the above information.

15. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the Owner may declare the bidder's bid deposit or bond forfeited as damages.

16. The bidder declares that he/she has carefully examined the location(s) of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions, Special Conditions, Addenda, Specifications, and all other documents contained in the Project Manual, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Hometown Construction, Inc
Proper Name of Company

Jack Johnstone
Name of Bidder Representative

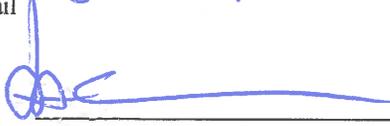
2507 Elk Horn Blvd.
Street Address

Rio Linda, CA 95673
City, State, and Zip

(916) 991-2486
Phone Number

(916) 991-2881
Fax Number

bid4jobs@yahoo.com
E-Mail

By:  Date: 3-16-17
Signature of Bidder Representative

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 *et. seq.*) and any amendments thereof, each Bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor, who will perform work or labor or work or improvement to be performed under this Contract, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Contractor fails to specify a subcontractor, or if a Contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent of the Contractor's total bid, the Contractor shall be deemed to have agreed that the Contractor is fully qualified to perform that portion, and that the Contractor alone shall perform that portion.

No Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such Alternate.

DESIGNATION OF SUBCONTRACTORS FORM

Description & Portion of Work	Name of Subcontractor	% of Scope (> 1/2 of 1%)	Location & Place of Business	License Type and Number	E-Mail & Telephone*	DIR Registration Number*
Controls	Environmental Systems Inc.	35%	4219 S. Market Ct, #1 Sacramento, CA 95834	422478 220 C36, C38 243 B & C4	TJKayesite.net 916-344-1711	1000001175
Crane	American Crane	2%	P.O. Box 308 Escalon, CA 95320	957693 061/D21	roger@american cranere.com 209-838-8815	1000000426

* This information must be provided at the time of submission of bid or must be provided within 24 hours after the time set for the opening of bids. Bidders who choose to provide this information within 24 hours after the time set for the opening of bids are solely responsible to ensure the District receives this information in a timely manner. The District is not responsible for any problems or delays associated with emails, faxes, delivery, etc. Absent a verified fax or email receipt date and time by the District, the District's determination of whether the information was received timely shall govern and be determinative. Bidder shall not revise or amend any other information in this form submitted at the time of bid. The information submitted at the time of bid shall govern over any conflicts, discrepancies, ambiguities or other differences in any subsequent Subcontractor Designation Forms submitted by the bidder.

Description & Portion of Work	Name of Subcontractor	% of Scope (> 1/2 of 1%)	Location & Place of Business	License Type and Number	E-Mail & Telephone*	DIR Registration Number*

Proper Name of Bidder: Hometown Construction, Inc.
 Date: 3-16-17
 Name: Jack Johnstone, Vice President
 Signature of Bidder: [Signature]
 Representative: [Signature]
 Address: 2507 Eikhorn Blvd, Rio Linda, CA 95673
 Phone: 916-991-2486

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION FORM**

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public Owner, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code Section 3700 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 provision before commencing the performance of the work of this Contract.



(Signature)

Jack Johnstone, Vice President

(Print)

3-16-17

(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

NON-COLLUSION DECLARATION

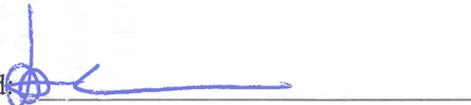
The undersigned declares:

I am the Vice President [Title] of Hometown Construction, Inc. [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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 of that of any other bidder. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 3-16-17 [Date], at Rio Linda [City], CA [State].

Signed 

Typed Name: Jack Johnstone



Bid Package 16-22

DAVIS JOINT UNIFIED SCHOOL DISTRICT

1919 5th Street, Davis, CA 95616 ♦ FACILITIES PLANNING DEPARTMENT Telephone: (530) 759-2182

Board of Education: Madhavi Sunder ♦ Barbara Archer ♦ Tom Adams ♦ Bob Poppenga ♦ Alan Fernandes
Superintendent of Schools: Dr. John Bowes, ED D

ADDENDUM #1

HVAC & Controls Replacement – PHASE II at

Korematsu, Montgomery, Pioneer & Holmes Jr. HS

March 13, 2017

TO ALL BIDDERS:

The following changes, omissions, and/or additions to the Proposal shall apply to proposals made for and to the execution of the various parts of the work affected thereby, and all other conditions shall remain the same.

All parties of interest shall take careful note of the addendum so that the proper allowances may be made in strict accordance with the Addendum.

Bidder shall acknowledge receipt of this addendum by signing and attaching this form to the Consultant Proposal. Failure to do so may subject Bidder to disqualification. All other bid criteria shall remain unchanged.

In case of conflict between bid documents and this addendum, this addendum shall govern.

PLAN & SPECIFICATION ADDS/CHANGES & Clarification/Questions:

1. See Revised Equipment Sheet for Holmes Jr. HS Building E (SK-08)
2. See attached RFI Question by COAC (RFI No. 1) and Responses.
3. Misc. Items
 - a. Contractor shall verify all existing equipment model nos./curbing and required attachments needed to complete replacement of units.
 - b. Contractor shall install stainless steel room temperature sensor in Gyms and MPR room spaces.
 - c. Include EMS Controls & Connection of Room C-15 at Korematsu ES and C-12 at Montgomery ES.
 - d. Provide Controls & Connections for all Restroom ventilators, exterior time clocks for lighting controls, OA sensors to be mounted on the north side of units (when possible) and replace/add any new components (including wiring) to make new EMS compatible with new Delta System.

**ADDENDA No. 1
HVAC & Controls Replacement Project – Phase II
Korematsu, Montgomery, Pioneer & Holmes Jr. School – Bid Package 16-22**

- 5. Estimated Project Budget to be \$900K to \$1.1M
- 6. Contractor staging areas will be provided on the existing asphalt hard courts and shall be determined after project award.

THIS ADDENDA CLOSES THE RFI/QUESTIONS PERIOD FOR THIS PROJECT

Please Note: Bidders who “no bid” items understand this is an “All or Nothing Bid.” This bid will be awarded to the lowest responsive responsible bidder.

Please confirm receipt of this addendum by date, signature this form and on bid proposal form. Contact the undersigned for any additional questions at e-mail address gparker@djud.net or by fax to (530)757-5321

**By: George Parker
Director Facilities, Maintenance & Operations**

Acknowledged by:

Hometown Construction, Inc.
Company Name


Signature

3-16-17
Date

BID BOND FORM

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and The Guarantee Company of North America USA (hereafter called "Surety"), are hereby held and firmly bound unto the Davis Joint Unified School District (hereafter called "Owner") in the sum of Ten Percent of the Total Amount Bid (\$10% of the Bid Amount) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this 9th day of March, 2017.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of 2016 Deferred Maintenance HVAC & Controls Replacement Project (Phase II); Project No. 16-22

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

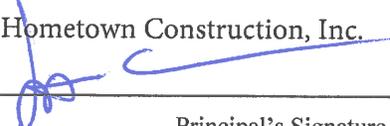
Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the call for bids, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said Contract, or the call for bids, or the work, or to the specifications.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

Hometown Construction, Inc.

By



Principal's Signature

(Corporate Seal)

JACK JOHNSTON V.P.

Typed or Printed Name

Principal's Title

By



Surety's Signature

(Corporate Seal)

Stephanie Agapoff

Typed or Printed Name

Attorney-in-Fact

Title

(Attached Attorney in Fact Certificate)

The Guarantee Company of North America USA

Surety's Name

One Towne Square, Ste. #1470 Southfield, Michigan 48076

Surety's Address

925-566-6040

Surety's Phone Number

IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

The Guarantee Company of North America USA

One Towne Square, Ste. #1470

Southfield, Michigan 48076

(Name and Address of agent or representative for service of process in California if different from above)

Vivian Imperial

818 West Seventh Street, Suite 930

Los Angeles, CA 90017

(Telephone Number of Surety and agent or representative for service of process in California).

Surety: (925)566-6040

Agent of Service: (213)627-8252

[End of Required Bid Documents to be Submitted with 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 Sacramento)

On March 9, 2017 before me, Vicky Troyan, Notary Public
(insert name and title of the officer)

personally appeared ----- Stephanie Agapoff -----
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 *Vicky Troyan* (Seal)



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Renee Ramsey, Richard W. Pratt, John Hopkins, Elizabeth Collodi, Bobbie Beeny, Nancy Luttenbacher, Phillip O. Watkins, Keith T. Schuler, Melissa D. Diaz, Shawna Johnson, Mindy Whitehouse, Jennifer Lakmann, Sara Walliser, John J. Weber, Stephanie Agapoff
InterWest Insurance Services, LLC

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 9th day of March, 2017

Randall Musselman, Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE Nº 08305
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

The Guarantee Company of North America USA

of Michigan, organized under the
laws of Michigan, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance:

Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made
under authority of the laws of the State of California as long as such laws or requirements are in effect
and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 20th
day of December, 2006, I have hereunto
set my hand and caused my official seal to be affixed this
20th day of December, 2006.



John Garamendi
Insurance Commissioner

By

Patricia K. Staggs
for Richard D. Baum, Deputy
Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

ACKNOWLEDGEMENT

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.

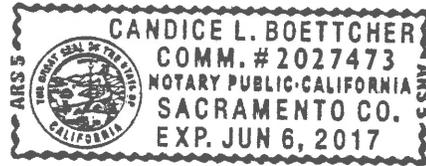
State of California)
County of Sacramento)

On March 16, 2017 before me, Candice L. Boettcher, Notary Public, personally appeared, Jack Johnstone who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Candice L. Boettcher
Notary Public Signature



(Notary Public Seal)

.....
Title or Type of Document: BID BOND – DAVIS JOINT UNIFIED SCHOOL DIST.



DJUSD

DAVIS JOINT UNIFIED
SCHOOL DISTRICT

John Bowes, Ed.D.
Superintendent

1919 5th Street ♦ Davis, CA 95616 ♦ (530) 759-2182 ♦ FAX: (530) 757-5321 ♦ www.djUSD.net

November 3, 2016

Jack Johnstone, Vice President
Hometown Construction, Inc.
2507 Elkhorn Blvd.
Rio Linda, CA 95673

RE: Prequalification Results – Notice of Approval

Dear Mr. Johnstone,

The Davis Joint Unified School District ("District") has completed its review of your prequalification documents. Based on the responses and information you provided to our Prequalification Documents and Forms, the District has determined Hometown Construction, INC is pre-qualified to submit a bid on public works projects using any funds received pursuant to the Leroy F. Greene School Facilities Act of 1998 (Education Code Section 17070.10 *et seq.*) or any funds from any future state school bond for a public project with a projected expenditure of one million dollars (\$1,000,000) or more.

Hometown Construction, INC's prequalification is valid for up to one (1) calendar year from the date indicated on this Notice of Approval. Please maintain this Notice of Approval in your records.

Thank you for your cooperation during the prequalification process. Please call us if you have any questions or comments.

Sincerely,

George Parker
Director of Facilities,
Maintenance & Operations

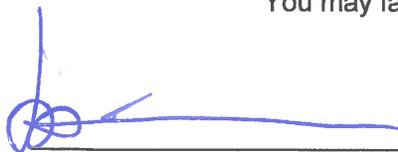
CONTRACTOR/VENDOR REGISTRATION REQUEST FORM

SB 854 - Beginning January 1, 2015, K-12 and community college districts must include provisions in their invitations for bids and contract documents that (1) no contractor or subcontractor may be listed on a bid proposal for a public works project submitted on or after April 1, 2015 unless it has registered with the DIR; (2) no contractor or subcontractor may be awarded a contract on a public works project on or after April 1, 2015 unless it has registered with the DIR; and (3) the project is subject to compliance monitoring and enforcement by the DIR. In anticipation of these deadlines, Contractors should become familiar with the new rules and establish processes and timelines for updating their bid documents. For more Information click link <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

Company Name: HOMETOWN CONSTRUCTION, INC.		
Address: 2507 ELKHORN BLVD.		
City: RIO LINDA	State: CA	Zip: 95673
Phone Number: 916-991-2486		
Fax Number: 916-991-2881		
Contact Name: JACK JOHNSTONE		
E-mail Address: BID4JOBS@YAHOO.COM		
Length of time in Business: 21 YEARS		
Current Contractor's License/Classification (i.e. C-2, C-7, ect.): B, C20 AND C36		
Current Contractor's License Number: 704382	Expiration Date: 3-31-19	
DIR Registration Number: 1000005558		

Please complete and return this form if you wish to be included in the District's list of Registered Contractors and vendors performing work for the period between January 1, 2016 – December 31, 2016 in accordance with CA Labor Code 1720-1744. Any awards or agreements for services or any other public works construction project >\$1,000 for the Davis Joint Unified School District must be with vendors who have registered with the DIR. Definitions and clarifications regarding what constitutes "public works" can be found on the DIR web page link at <http://www.dir.ca.gov/Public-Works/PublicWorksContractorsAndSubcontractors.html>. Please returned this form via e-mail or fax. Direct any questions to Maureen Poole, Department Secretary at mpoole@djud.net or (530) 759-2182

You may fax the filled out application to (530) 757-5321



Owner's Signature

3-16-17

Date