

## **AGREEMENT**

This Agreement is made as of the 4<sup>th</sup> day of June, 2019 between the COUNTY OF SOLANO, a political subdivision of the State of California, (referred to as 'Owner') and **CB2 BUILDERS, INC.** (referred to as "Contractor") for the following Project:

The Project:           **REGISTRAR OF VOTERS (ROV) RELOCATION PROJECT**  
675 Texas Street, Suite 4600, Fairfield, CA

Architect/Engineer: Brick Architects  
1266 66<sup>th</sup> Street, Suite 1  
Emeryville, CA 94608

The Owner and the Contractor agree as set forth below.

### **ARTICLE 1** **THE CONTRACT DOCUMENTS**

The Contract documents consist of this Agreement, the General Conditions and those documents enumerated in Sub-paragraph 1.1.1 of the General Conditions, which documents are incorporated into and made a part of this Agreement

### **ARTICLE 2** **THE WORK**

The Contractor shall perform all the Work required by the Contract Documents for **REGISTRAR OF VOTERS (ROV) RELOCATION PROJECT**, 675 Texas Street, Suite 4600, Fairfield, CA.

### **ARTICLE 3** **TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

The Work to be performed under this Contract shall commence no later than five (5) calendar days after the Notice to Proceed is issued to the Contractor, and shall be carried out and completed according to the schedule set forth in Document 00 73 00/ Supplementary Conditions, Section 00 11 00/ Notice to Bidders, and Section 01 32 16/ Construction Progress Schedules and Reports.

The Contractor agrees that the Work will be substantially completed in **95** calendar days from the Notice to Proceed. The Contractor agrees that the County will suffer economic damages, which

may be difficult to quantify, in the event that the Work is not completed within this time period and therefore, Contractor agrees to pay the County liquidated damages in the amount outlined in Document 00 73 00/ Supplementary Conditions, Article 1.4, Liquidated Damages for each and every calendar day of delay beyond the 95 calendar days provided above.

#### **ARTICLE 4** **CONTRACT SUM**

The County shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order or as otherwise provided in the Contract Documents, the Sum of \$849,732; which consists of the Base Bid of \$794,388, plus Alternate 1 for \$37,750 and plus Alternate 2 for \$17,594.

#### **ARTICLE 5** **PROGRESS PAYMENTS**

Based upon Applications for Payment submitted to the Project Manager by the Contractor and Project Certificates for Payment issued by the Project Manager/Architect, the County shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents as follows:

Progress Payments: The Contractor shall on or before the first day of each month, make an estimate of the work performed during the preceding month and submit same to the Project Manager for checking and approval. On or about the 20th day of the month following the month in which the work was performed, the County shall pay to the Contractor ninety-five (95%) percent of the value of said work in place, as checked and approved by the Project Manager. The balance of five (5%) percent of the estimate shall be retained by the County until the time of final acceptance of said work. Payment(s) to the Contractor will also be contingent upon receiving proper conditional & unconditional releases as outlined in Section 00 65 19/ Waiver and Release Submittal.

The remaining retention would be held until 35 days after the Notice of Completion is filed with the Solano County Recorder's Office and completed according to Section 01 77 00/ Contract Closeout Procedures.

#### **ARTICLE 6** **FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor when the Work has been completed, the Contract fully performed, the Architect has issued a Project Certificate for Payment which approves the final payment due the Contractor, Board of Supervisors of Solano County has formally accepted the project as complete by Resolution and Notice of Completion filed by the County Recorder's Office.

**ARTICLE 7**  
**MISCELLANEOUS PROVISIONS**

- 7.1 **Terms.** Terms used in this Agreement, which are defined in the Document 00 72 00/ General Conditions of the Contract for Construction, shall have the meanings designated in those Conditions.
- 7.2 **Notices.** Notices shall be addressed as follow:
- |   |                                 |
|---|---------------------------------|
| OWNER:  | CONTRACTOR:                     |
| <b>COUNTY OF SOLANO</b>                           | <b>CB2 BUILDERS, INC.</b>       |
| <b>Birgitta E. Corsello, County Administrator</b> | <b>Tony Campagna, President</b> |
| 675 Texas Street, Suite 2500                      | 505 Beach Street, Suite 210     |
| Fairfield, CA 94533                               | San Francisco, CA 94133         |
- 7.3 **Prevailing Wages.** The Contractor agrees that State Prevailing Wages apply to this Project and that the Contractor will pay the rates for each trade or craft and shall require the subcontractors on the project to pay the rates for each trade and craft. The Payroll Submittal Information attached as Section 00 45 46 - Payroll Information is incorporated as if set forth in full and is a part of this Contract. The Contractor agrees to repay the County any and all amounts paid to any subcontractor in violation of Public Contract Code Section 6109.
- 7.4 **Execution of Contract in Counterparts.** This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

**ARTICLE 8**  
**EXECUTION OF AGREEMENT**

The parties have executed this Agreement as of the day and year first above written.

COUNTY:

CONTRACTOR:

By:



Birgitta E. Corsello, County Administrator  
Solano County

By:



Tony Campagna, President  
CB2 Builders, Inc.

Date: \_\_\_\_\_

Date: 5/22/19

APPROVED AS TO FORM:

County Counsel of Solano County, California

By: 

NOTE: If the Contractor is a corporation, attach to this Contract a certified copy of the by-laws, resolutions, or excerpts of a meeting of the Board of Directors of the Corporation authorizing the person executing this Agreement to do so for the Corporation

UNANIMOUS WRITTEN CONSENT OF BOARD OF DIRECTORS IN LIEU OF  
MEETING OF BOARD OF DIRECTORS OF CB2 BUILDERS, INC.

The undersigned, constituting all of the members of the Board of Directors of CB2 Builders Incorporated (the "Corporation"), in accordance with Section 603 of the California Corporations Code and the Bylaws of the Corporation, hereby consent to the taking of the following actions and the adoption of the following resolutions, and direct that this consent be filed with the minutes of the proceedings of the Board of Directors of the Corporation:

WHEREAS, the Bylaws of the Corporation mandate that the Board of Directors convene not less often than annually for purposes of reviewing the management and conduct of business of the Corporation and to elect Officers of the Corporation;

WHEREAS, the Board has convened and reviewed the activities of the Corporation during the preceding year. Based on the Board's review of all activities of the Officers on behalf of the Corporation during the preceding year, the Board hereby adopts the following resolutions:

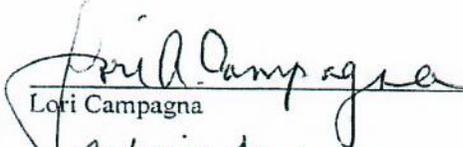
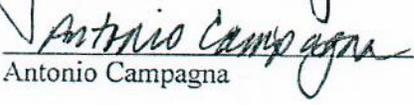
RESOLVED, that the Bylaws of this Corporation provide that there shall be elected the officers of this Corporation set forth below (the "Officers"). It being the opinion of the Board of Directors that the persons set forth herein below should serve the Corporation in the office set forth against his/her name, the following persons are hereby so elected, and shall serve for a term of one (1) year, or until such time that his/her successor is elected and qualified:

Chief Executive Officer:	Lori Campagna
President:	Antonio Campagna
Secretary:	Antonio Campagna
Treasurer/Chief Financial Officer:	Lori Campagna

RESOLVED FURTHER, that the Officers, Directors and Shareholder have performed certain past actions on behalf of the Corporation in furtherance of the Corporation's conduct of business, which actions were, and are deemed to be, in the best interests of the Corporation and its Shareholder. The Board has reviewed the past actions of the Officers, Directors and Shareholder of the Corporation, performed by the same in furtherance of the conduct of the Corporation's business, and hereby ratifies and approves all past actions of the Officers, Directors and Shareholders of the Corporation, said actions deemed to be in the best interest of the Corporation and its Shareholder.

"BOARD OF DIRECTORS"

DATED: September 1, 2018

  
Lori Campagna  
  
Antonio Campagna

ACTION BY SOLE SHAREHOLDER IN LIEU OF MEETING OF SHAREHOLDERS  
OF CB2 BUILDERS, INC.

The undersigned, constituting the sole shareholder of CB2 Builders Incorporated (the "Corporation"), in accordance with Section 603 of the California Corporations Code and the Bylaws of the Corporation, hereby consent to the taking of the following actions and the adoption of the following resolutions, and direct that this consent be filed with the minutes of the proceedings of the Shareholders of the Corporation:

WHEREAS, the Bylaws of the Corporation mandate that the Shareholders of the Corporation convene not less often than annually for purposes of electing a board of directors (the "Board of Directors") and to review the conduct of business of the Corporation; and

WHEREAS, the Shareholders have reviewed all activities of the Corporation during the preceding year. Based on the Shareholders' review of all activities of the Officers and Directors on behalf of the Corporation during the preceding year, the Shareholders hereby adopt the following resolutions:

RESOLVED, that the Bylaws of the Corporation provide that there shall be not less than two (2) nor more than three (3) Directors on the Board of Directors. It being the opinion of the Shareholders that the persons set forth herein below should serve the Corporation as the Directors of the Board of Directors, the following persons are hereby appointed to the Board of Directors and shall serve for a term of one (1) year, or until such time that his successor(s) is/are elected and qualified:

Lori Campagna  
Antonio Campagna

RESOLVED FURTHER, that the Officers, Directors and Shareholders have performed certain past actions on behalf of the Corporation in furtherance of the Corporation's conduct of business, which actions were, and are deemed to be, in the best interest of the Corporation and its Shareholders. The Shareholders have reviewed the past actions of the Officers, Directors and Shareholders of the Corporation, performed by the same in furtherance of the conduct of the Corporation's business, and hereby ratify and approve all past actions of the Officers, Directors and Shareholders of the Corporation, said actions deemed to be in the best interest of the Corporation and its Shareholders

"SHAREHOLDER"

DATED: September 1, 2018

  
Lori Campagna