

Olivehurst Public Utility District



Agenda Item Staff Report

Meeting Date: June 20th, 2019

Item description/summary:

Consider awarding contract to JetMulch for OPUD Parks Fall Material.

We received two bids for the OPUD Parks Fall Material Project with the Apparent Low Bidder being JetMulch for a cost of \$29,515.20

Fiscal Analysis:

Funding for this item will come from the Operating Revenues and Reserves for the Olivehurst and CSA-66 Parks budgets.

Sample Motion/Staff Recommendation:

Move to award the contract to JetMulch in the amount of \$29,515.20

Prepared by:

Christopher Oliver, Public Works Engineer

OLIVEHURST PUBLIC UTILITY DISTRICT

Bid Opening

Date/Time: June 12, 2019 @ 3:30 pm

Present: General Manager and Public Works Engineer

Location: General Manager's Office, 1970 9th Ave, Olivehurst



Project: Fall Bark

The following bids were received:

1)	Sierra Valley Builders
	47,000.
2)	Jet Mulch
	29,515.20
3)	29,515.20
4)	
5)	
6)	
7)	
8)	

PROPOSAL (BID)

OLIVEHURST PUBLIC UTILITY DISTRICT

OPUD PARK FALL MATERIAL PROJECT

Name of BIDDER Sierra Valley Builders, Inc

Business Address 200 Gateway Drive Unit 415

Lincoln CA 95648

The undersigned, as BIDDER, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the work, the annexed proposal form of agreement, and the plans and specifications therein referred to; and he proposes and agrees, if this proposal is accepted, that he will contract with the owner in the form of the copy of the agreement annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all materials specified, in the manner and time prescribed, and according to the requirements of the owner as set forth, and that he will take in full payment therefore the following lump sum for the complete work, based on the attached hereto estimated quantities, to wit:

Contractor agrees to supply and/or to perform all the work described below and as instructed by the District Engineer in a good workman like manner for the following Lump Sum prices:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT OF MEASURE	TOTAL ITEM COST
1. GENERAL (All Labor, Equipment, Delivery, Applicable taxes and Fees are to be included in Material Cost)				
1.01	Permits, Bonds, Insurance, Mobilization, set up, & OSHA	1	LS	\$ 8,000 ⁰⁰
1.02	Supply and install fall material per specification	960	Cubic Yard	\$ 39,000 ⁰⁰

The bidder shall set forth, in clearly legible figures, the bid price in the spaces provided in the following schedule:

	TOTAL BID AMOUNT	\$ 47,000
Write out	FORTY SEVEN THOUSAND DOLLARS	
figures:		

The said quotations include the cost of insurance, sales tax, and every other item of expense direct or indirect incident to the contract.

LIST OF SUBCONTRACTORS

(Public Contract Code Section 4104)

In compliance with the provisions of Sections 4100 et seq. of the Government Code, the undersigned hereby designates below the names and locations of the place of business of each subcontractor who shall perform work on this contract in excess of one-half of one percent of the bid price. If the Contractor fails to specify a subcontractor for any portion of the work under the contract, he shall be deemed to have agreed to perform that work himself. Any change or substitution of subcontractors shall be accomplished in strict accordance with provisions of the Government Code.

Work to be Performed	Percent of Total Contract	Subcontractor's Name and Address	DIR #	CSLB Lic. #
1. Fiber ground cover	100%	MALLARD CREEK	1000369433	1052280
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

NOTE: Additional numbered pages may be attached if needed.

Accompanying this proposal is (~~cashier's check~~) (~~certified check~~) (bidder's bond) (NOTE: Cross out those that do not apply) in the amount of _____ dollars, being at least ten percent (10%) of the total amount bid. Licensed in accordance with the act providing for the Registration of Contractors

Respectfully submitted:

Signature

Title

1044746
License Number (if applicable)

Attest _____

200 GATEWAY RD UNIT 415
Address LINCOLN CA

Date

6/12/2019



TOKIO MARINE
HCC

Surety Group
801 S Figueroa Street, Suite 700
Los Angeles, CA 90017 USA
Tel: 310-649-0990

Bond Number: N/A

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, SIERRA VALLEY BUILDERS INC
_____ (hereinafter
called Principal), as Principal, and AMERICAN CONTRACTORS INDEMNITY COMPANY
_____, a corporation organized and existing under the laws of CALIFORNIA,
(hereinafter called Surety) as Surety, are held and firmly bound unto OLIVEHURST PUBLIC UTILITY DISTRICT

_____ (hereinafter called Obligee) as Obligee, in the penal sum of TEN
_____ percent (10 %) of amount bid not to exceed
SIX THOUSAND SIX HUNDRED AND 00/100
_____ Dollars (\$ 6,600.00) for the
payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit
a proposal to the Obligee on a contract for OPUD PARK FALL MATERIAL PROJECT

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as
may be specified, enter into the contract in writing, then this obligation shall be void. If the Principal shall fail to do
so, then the undersigned shall pay the obligee the damages which the obligee may suffer by reason of such failure
up to and not exceeding the penal sum of the bond.

Signed and sealed this 7TH day of JUNE, 2019.

Principal: SIERRA VALLEY BUILDERS INC

By: [Signature]

Surety: AMERICAN CONTRACTORS INDEMNITY COMPANY

By: [Signature]
NHUNG H. SAEPHAN Attorney-In-Fact

Any claims under this bond may be addressed to the Surety at the following address:

AMERICAN CONTRACTORS INDEMNITY COMPANY

801 South Figueroa Street, Suite 700

Los Angeles, CA 90017

Attention: _____

Tel: (310) 649-0990

E-mail: _____

CALIFORNIA ALL-PURPOSE 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 06/7/2019 before me, KATY TAYLOR Notary Public,
Date (here insert name)

personally appeared NHUNG H. SAEPHAN

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)



OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____



TOKIO MARINE
HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,

NHUNG H. SAEPHAN

its true and lawful Attorney-in-Fact, with full authority to execute on its behalf bond number BB2008344, issued in the course of its business and to bind the Company thereby, in an amount not to exceed Sixty thousand and 00/100 (\$60,000.00).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of September, 2011.

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

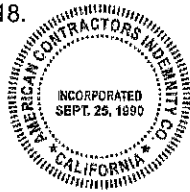
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its President on this 1st day of June, 2018.

State of California
County of Los Angeles



AMERICAN CONTRACTORS INDEMNITY COMPANY

By: _____

Adam S. Pessin
Adam S. Pessin, President

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.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, President of American Contractors Indemnity Company, 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.

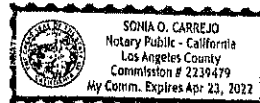
I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Sonia O. Carrejo

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 7th day of June, 2019.

Bond No. BB2008344

Agency No. 2206



Kio Lo
Kio Lo, Assistant Secretary

PROPOSAL (BID)

OLIVEHURST PUBLIC UTILITY DISTRICT

OPUD PARK FALL MATERIAL PROJECT

Name of BIDDER _____

JetMulch, Inc.

Business Address _____

P.O. Box 1667 Capitola, CA 95010

The undersigned, as BIDDER, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the work, the annexed proposal form of agreement, and the plans and specifications therein referred to; and he proposes and agrees, if this proposal is accepted, that he will contract with the owner in the form of the copy of the agreement annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all materials specified, in the manner and time prescribed, and according to the requirements of the owner as set forth, and that he will take in full payment therefore the following lump sum for the complete work, based on the attached hereto estimated quantities, to wit:

Contractor agrees to supply and/or to perform all the work described below and as instructed by the District Engineer in a good workman like manner for the following Lump Sum prices:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT OF MEASURE	TOTAL ITEM COST
1. GENERAL (All Labor, Equipment, Delivery, Applicable taxes and Fees are to be included in Material Cost)				
1.01	Permits, Bonds, Insurance, Mobilization, set up, & OSHA	1	LS	\$2,683.20
1.02	Supply and install fall material per specification	960	Cubic Yard	\$27.95/CY

The bidder shall set forth, in clearly legible figures, the bid price in the spaces provided in the following schedule:

	TOTAL BID AMOUNT	\$ 29,515.20
Write out	Twenty Nine Thousand Five Hundred and Fifteen Dollars with twenty cents	
figures:	\$29,515.20	

The said quotations include the cost of insurance, sales tax, and every other item of expense direct or indirect incident to the contract.

LIST OF SUBCONTRACTORS

(Public Contract Code Section 4104)

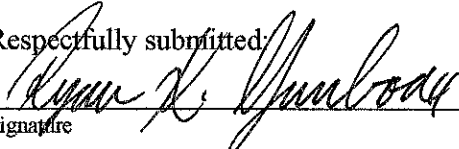
In compliance with the provisions of Sections 4100 et seq. of the Government Code, the undersigned hereby designates below the names and locations of the place of business of each subcontractor who shall perform work on this contract in excess of one-half of one percent of the bid price. If the Contractor fails to specify a subcontractor for any portion of the work under the contract, he shall be deemed to have agreed to perform that work himself. Any change or substitution of subcontractors shall be accomplished in strict accordance with provisions of the Government Code.

Work to be Performed	Percent of Total Contract	Subcontractor's Name and Address	DIR #	CSLB Lic. #
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

NOTE: Additional numbered pages may be attached if needed.

Accompanying this proposal is (cashier's check) (certified check) (bidder's bond) (NOTE: Cross out those that do not apply) in the amount of \$2,683.20 dollars, being at least ten percent (10%) of the total amount bid. Licensed in accordance with the act providing for the Registration of Contractors

Respectfully submitted:

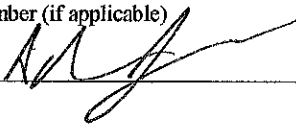


Signature

VP, Business Development

Title

License Number (if applicable)



Attest

P.O. Box, 1667 Capitola, CA 95010

Address

6/11/19

Date

CNA SURETY

Bid Bond

Bond No. 64677578

CONTRACTOR:

(Name, legal status and address)
Jet Mulch, Inc.
Corporation
P. O. Box 1667
Capitola, CA 95010

SURETY:

(Name, legal status and principal place of business)
WESTERN SURETY COMPANY
South Dakota Corporation
151 North Franklin
17th Floor
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)
Olivehurst Public Utility District

1970 9th Avenue PO Box 670
Olivehurst, CA 95961

BOND AMOUNT: Ten Percent of the Amount Bid
10% of the Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)
OPUD Park Fall Material Project, Olivehurst, CA

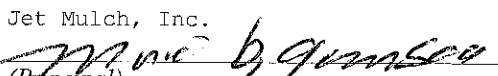
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

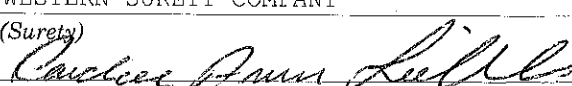
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of June, 2019


(Witness)

Jet Mulch, Inc.

(Principal) (Seal)
Vice President
(Title)


(Witness)

WESTERN SURETY COMPANY
(Surety)

(Title) Candace Ann Leifker (Seal)

Bid Bond

Instructions

GENERAL INFORMATION

Purpose. AIA Document A310—2010 establishes the maximum penal amount that may be due the Owner if the Bidder fails to execute the contract and to provide the required performance and payment bonds, if any. It provides assurance that, if a bidder is offered a contract based on its tendered proposal but fails to enter into the contract, the Owner will be paid the difference in cost to award the contract to the next qualified bidder, so long as the difference does not exceed the maximum penal amount of the bond.

Related Documents. A310 is not incorporated by reference into other AIA documents. For further reference on bonding procedures, see AIA Document A701TM—1997, Instructions to Bidders; and AIA Document G612TM—2001, Owner's Instructions to Architect.

Use of Non-AIA Forms. AIA Document A310 may be used with any appropriate AIA or non-AIA document. CAUTION SHOULD BE EXERCISED BEFORE ITS USE TO VERIFY ITS COMPLIANCE WITH CURRENT LAWS AND REGULATIONS BY CONSULTING WITH AN ATTORNEY OR A BOND SPECIALIST.

USING A310—2010

Modifications. Particularly with respect to professional or contractor licensing laws, building codes, taxes, monetary and interest charges, arbitration, indemnification, format and font size, AIA Contract Documents may require modification to comply with state or local laws. Users are encouraged to consult an attorney before completing or modifying a document.

In a purchased paper AIA Contract Document, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the document, or by attaching Supplementary Conditions, special conditions or referenced amendments.

Modifications directly to purchased paper AIA Contract Documents may also be achieved by striking out language. However, care must be taken in making these kinds of deletions. Under NO circumstances should standard language be struck out to render it illegible. For example, users should not apply blocking tape, correction fluid or Xs that would completely obscure text. Such practices may raise suspicion of fraudulent concealment, or suggest that the completed and signed document has been tampered with. Both parties should initial handwritten changes.

Using AIA software, modifications to insert information and revise the standard AIA text may be made as the software permits.

By reviewing properly made modifications to a standard AIA Contract Document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny.

AIA Contract Documents may not be retyped or electronically scanned. Retyping can introduce typographic errors and cloud legal interpretation given to a standard clause. Furthermore, retyping and electronic scanning are not permitted under the user's limited license for use of the document, constitute the creation of a derivative work and violate the AIA's copyright.

Identification of the Parties. The Contractor, the Surety, and the Owner should be identified using their respective full names and addresses or legal titles under which the bond is to be executed. The state in which the Surety is incorporated also should be identified in the space provided.

Bond Amount. The dollar amount of the bond should be provided in both written and numerical form.

Project Description. The proposed project should be described in sufficient detail to identify (1) the official name or title of the facility; (2) the location of the site; (3) the proposed building type, size, scope or usage; and (4) the project number required by the owner, if any. A project number may be required by certain public owners to adequately identify the project to which the bond pertains.

Execution of the Bond. The bond must be signed by both the Contractor and the Surety. The parties executing (signing) the bond should print their title and impress their corporate seal, if any. Where appropriate, attach a copy of the resolution or bylaw authorizing the individual to act on behalf of the firm or entity. As to the Surety, this usually takes the form of a power of attorney issued by the Surety company to the bond producer (agent) who signs on its behalf.

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 64677578

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Candace Ann Leifker

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Jet Mulch, Inc.

Obligee: Olivehurst Public Utility District

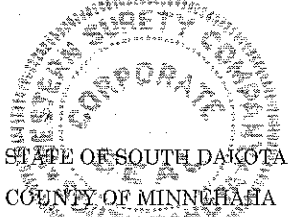
Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 64677578 is not issued on or before midnight of September 10th, 2019, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 11th day of June, 2019.



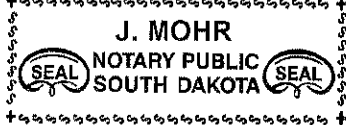
WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 11th day of June, in the year 2019, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires June 23, 2021

J. Mohr

Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 11th day of June, 2019.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

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 June 11, 2019 before me, Vicky Troyan, Notary Public
(insert name and title of the officer)

personally appeared Candace Ann Leifker
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)

