

# Olivehurst Public Utility District



## Agenda Item Staff Report

Meeting Date: 09/06/2023

### Item description/summary:

Consider Accepting proposed bid for OPUD Fire Department Building Roof Replacement Project.

Olivehurst Public Utility District (OPUD) released a request for bid for the Fire Department Building Roof Replacement Project. OPUD received bids on 08/25/2023 by 2'o clock of which **1** bid was submitted. "**United Building Contractors, Inc.**" Bid was within the budgeted amount for this project.

### Fiscal Analysis:

### Employee Feedback

n/a

### Sample Motion:

Move to accept/reject bid proposal by United Building Contractors Inc.

Prepared by: Swarnjit Boyal, Public Work Engineer

# OLIVEHURST PUBLIC UTILITY DISTRICT

## Bid Opening

Date/Time: August 25, 2023 sometime after 2:00 P.M.

Present: Public Works Engineer, Fire Chief, and District Clerk

Location: ~~General Manager's Office~~, 1970 9<sup>th</sup> Ave, Olivehurst  
*General Manager's office*



Project: OPUD Fire Department Building Roof Replacement Project

The following bids were received:

<b>1)</b> <i>United Building Contractor's, Inc.</i> <i>\$42,000.<sup>00</sup></i>
<b>2)</b>
<b>3)</b>
<b>4)</b>
<b>5)</b>
<b>6)</b>
<b>7)</b>
<b>8)</b>

# DPUD FD. Building Roof

Plumas Lake WTP Manganese Expansion Construction Project - Bid Checklist Items - 08/25/2023, sometime after 2:00 PM	
FIRMS	United Building Contractors Inc
CONTRACT RECEIVED WITH BID AMOUNT	✓
BID BOND RECEIVED (Min. 10%)	✓
CERTIFICATE OF LIABILITY INSURANCE	✓
LIST OF SUBCONTRACTORS	✗

**PROPOSAL (BID)**

**OLIVEHURST PUBLIC UTILITY DISTRICT**

Name of BIDDER United Building Contractors, Inc.

Business Address PO Box 6039,

Chico, CA 95927

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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
<b>1. GENERAL (All Labor, Equipment, Delivery, Applicable taxes and Fees are to be included in Material Cost)</b>				
1.01	Contractor Work - Removal of existing Roof Material and taking down existing vent system. Vent system placed back on site when new roof is placed. Location to match existing conditions for where Vent is placed back on.	2200	SF	\$ 36,580.02
1.02	Contractor Work - Replacement of Roof with existing Material to match existing color and texture (or similar per approval).	2200	SF	
1.03	Yuba County Building Dept. Permit & Agency Fees	1	LS	\$ 379.98
1.04	Insurance and Bonds	1	LS	\$ 5,040.00

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

	<b>TOTAL BID AMOUNT</b>	\$ 42,000
Write out		
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.				
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

Jim Gilmore, President

Title

679303

License Number (if applicable)

Attest \_\_\_\_\_

PO Box 6039

Address

Chico, CA 95927

Date

08/25/23

# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

United Building Contractors, Inc.  
275 Fairchild Avenue, Ste. 106  
Chico, CA 95927

**SURETY:**

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

**OWNER:**

(Name, legal status and address)

Olivhurst Public Utility District  
1970 9th Ave

Olivehurst, CA 95961

**BOND AMOUNT:**

Ten Percent of Total Amount Bid (10%)

**PROJECT:**

(Name, location or address, and Project number, if any)

OPUD Fire Department Building Roof Replacement Project Bid

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.

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 23rd day of August, 2023

(Witness)

(Witness)

United Building Contractors, Inc.

(Principal)

(Seal)

(Title)

Liberty Mutual Insurance Company

(Surety)

(Seal)

(Title) Ryan Tash, Attorney-in-fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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# 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.

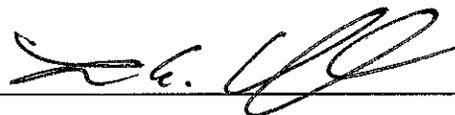
State of California  
County of Sacramento

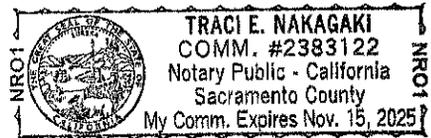
On 8/20/23 before me, Traci E. Nakagaki, Notary Public  
(insert name and title of the officer)

personally appeared Ryan Tash,  
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: 8205189-969366

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, Alexi Knudsen; John T Page; Ryan Tash; Susan Fournier

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 5th day of April, 2021.



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

By: David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of April, 2021 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.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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, as may be necessary 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.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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, as may be necessary to act in behalf 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 Company. 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 23rd day of August, 2023.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

# LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

## SECTION 6

### Laws to be Observed

The Contractor shall keep himself fully informed of all existing State and National laws and all municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

### Permits and Licenses

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

### Existing Facilities

The Contractor shall exercise due care to avoid injury or damage to existing improvements or facilities, utilities, adjacent property, monuments, and roadside trees and shrubbery that are not to be removed or relocated. Existing mail boxes, signs, shrubbery, lawn, trees, markers, or any other facility or improvement which must be removed shall be replaced with the undamaged original or a new facility equal to the original at the Contractor's expense if damaged by reason of the Contractor's operations, to the satisfaction of the property owner.

### Utilities

The plans and specifications identify certain existing utilities as known to the Engineer. It shall be the Contractor's responsibility to exactly locate those facilities and to protect those facilities from damage as a result of his operations. The attention of the Contractor is called to the fact that there may be other unlocated utilities within the project area. Prior to making any such excavation, Contractor shall attempt to identify the location of any such utilities. It shall be the duty of the Contractor to protect any such utilities from damage, provided however, the Contractor shall be compensated for any costs of locating any such additional utilities and shall be further compensated if damage shall occur to any utilities not located upon the plans and Specifications which damages are not caused in any part by the failure of the Contractor to exercise reasonable care and discretion in removing or relocating utility facilities not indicated in the plans and specifications. The Contractor shall not be assessed any liquidated damages for any delays in completion of the project necessarily and reasonably incurred when such delay was proximately caused by the failure of the public agency or the owner of the utility to provide for the removal or relocation of such utility facilities. The Contractor's specific attention is called to the fact that existing service laterals and appurtenances to those service laterals exist within the project area and such laterals are not shown on the plans and specifications but can be reasonably inferred from the presence of other visible facilities such as building, meters, junction boxes, adjacent to the site of construction. No additional compensation shall be paid for any damages or delay caused to such service lateral facilities and it is the Contractor's sole and