Olivehurst Public Utility District

Agenda Item Staff Report

Meeting Date: March 21\textsuperscript{st}, 2019

**Item description/summary:**
The project is for relocation of two fire hydrants which is required to allow for a county project on 7\textsuperscript{th} Avenue. The apparent low bidder was All American Construction with a bid of $26,000.

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**Fiscal Analysis:**
The cost of the project should be $26,000 but could be more due to any unforeseen problems.

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**Employee Feedback**

N/A

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**Sample Motion:**

Move to award the contract to All American Construction for the price of $26,000

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Prepared by:

Christopher Oliver, District Engineer
OLIVEHURST PUBLIC UTILITY DISTRICT
Bid Opening

Date/Time: March 13, 2019 at 3:30 P.M.
Present: General Manager and Public Works Engineer
Location: General Manager’s Office, 1970 9th Ave, Olivehurst

Project:

The following bids were received:

<table>
<thead>
<tr>
<th></th>
<th>Company</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Murphy's Touch</td>
<td>$41,500</td>
</tr>
<tr>
<td>2</td>
<td>Pro Builders</td>
<td>$49,500</td>
</tr>
<tr>
<td>3</td>
<td>All-American</td>
<td>$26,000</td>
</tr>
</tbody>
</table>

5) 

6) 

7) 

8)
PROPOSAL (BID)

OLIVEHURST PUBLIC UTILITY DISTRICT

OPUD FIRE HYDRANT RELOCATION PROJECT

Name of BIDDER

All-American Construction Inc.

Business Address

2048 Paseo Rd Live Oak, CA 95953

95931 P.O. BOX 635

Live Oak, CA 95953

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:

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT OF MEASURE</th>
<th>TOTAL ITEM COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.01</td>
<td>Permits, Bonds, Insurance, Mobilization, set up, &amp; OSHA</td>
<td>1</td>
<td>LS</td>
<td>1,500</td>
</tr>
<tr>
<td>1.02</td>
<td>Removal of fire hydrants from locations shown in DRAWING 1</td>
<td>1</td>
<td>LS</td>
<td>12,250.00</td>
</tr>
<tr>
<td>1.03</td>
<td>Relocation of fire hydrants to locations shown in DRAWING 1, including any material(s) needed for relocation.</td>
<td>1</td>
<td>LS</td>
<td>12,250.00</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>TOTAL BID AMOUNT</th>
<th>$ 26,000.00</th>
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<tbody>
<tr>
<td>Write out figures:</td>
<td>Twenty Six Thousand Dollars and Zero Cents.</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Work to be Performed</th>
<th>Percent of Total Contract</th>
<th>Subcontractor's Name and Address</th>
<th>DIR #</th>
<th>CSLB Lic. #</th>
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</tr>
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</table>

**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 $____USD__ 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]
DEREK STOKES
Vice President

[License Number]
948762

Address
2048 Live Oak, CA 95953

Date
March 13, 2019
Bid Bond

CONTRACTOR:
(Name, legal status and address)
All-American Construction, Inc.
2048 Paseo Road
Live Oak, CA 95953

SURETY:
(Name, legal status and principal place of business)
The Guaranty Company of North America USA
One Towne Square, Ste. 1470
Southfield, MI 48076

OWNER:
(Name, legal status and address)
Olivehurst Public Utility District
1970 9th Avenue, P.O. Box 670
Olivehurst, CA 95961

BOND AMOUNT: Ten Percent of Amount Bid (10% of amount bid)

PROJECT:
(Name, location or address, and Project number, if any)
OPUD Fire Hydrant Relocation Project

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 March, 2019.

All-American Construction, Inc.
(Principal)

[Signature]

DEREK STORES, VICE PRESIDENT
The Guaranty Company of North America USA
(Surety)

[Signature]

Elizabeth Collodi, Attorney-in-Fact
(Title)

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.
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 Butte

On March 11th, 2019 before me, Deanna Quintero, Notary Public
(insert name and title of the officer)

personally appeared Elizabeth Collodi 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)
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


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 8.03 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-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereunto, 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 said company.

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
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.

Cynthia A. Takai

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 11 day of March, 2019

Randall Musselman, Secretary
PROPOSAL (BID)
OLIVEHURST PUBLIC UTILITY DISTRICT
OPUD FIRE HYDRANT RELOCATION PROJECT

Murphy's Touch, Inc. - Daniel M. Murphy

Name of BIDDER

2880 Espina Loma Drive

Business Address

Camino, CA 95709

(530) 647-2352/MurphysTouch2@gmail.com

CSP # 725470
DIR # 1000030335

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:

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT OF MEASURE</th>
<th>TOTAL ITEM COST</th>
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<tbody>
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<td>1.01</td>
<td>Permits, Bonds, Insurance, Mobilization, set up, &amp; OSHA</td>
<td>1</td>
<td>LS</td>
<td>5000</td>
</tr>
<tr>
<td>1.02</td>
<td>Removal of fire hydrants from locations shown in DRAWING 1</td>
<td>1</td>
<td>LS</td>
<td>4000</td>
</tr>
<tr>
<td>1.03</td>
<td>Relocation of fire hydrants to locations shown in DRAWING 1, including any material(s) needed for relocation.</td>
<td>1</td>
<td>LS</td>
<td>32,500</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>TOTAL BID AMOUNT</th>
<th>$ 41,500</th>
</tr>
</thead>
</table>

Write out figures:

Forty-one thousand five hundred dollars

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.

<table>
<thead>
<tr>
<th>Work to be Performed</th>
<th>Percent of Total Contract</th>
<th>Subcontractor's Name and Address</th>
<th>DIR #</th>
<th>CSLB: Lic. #</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td><strong>No Subcontractors Needed</strong></td>
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</tbody>
</table>

**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 $50,000 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:

Liz M. Murphy
Signature

Treasurer
Title

2880 Espina Loma Drive
Address Camino, CA 92709

3-13-2019
Date

License Number (if applicable)

Attest

See Attached For Notary Public
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 El Dorado

On 3-13-2019 before me, J. R. HENDERSON, NOTARY PUBLIC
personally appeared LISA M. MURPHY

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: ____________________________

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Title or Type of Document: [Title]
Document Date: 3-13-2019
Number of Pages: [Number]
FINANCIAL PACIFIC INSURANCE COMPANY, 3880 Atherton Road
Rocklin, CA  95765

Bid Bond
CONTRACTOR: (Name, legal status and address)
Murphy's Touch, Inc
2880 Espina Loma Drive, Camino Ca 95709

OWNER: (Name, legal status and address)
Olivehurst PUD
1970 9th Avenue, Olivehurst CA 95961

SURETY: (Name, legal status and principal place of business)
Financial Pacific Insurance Company
3880 Atherton Road
Rocklin, CA  95765

BOND AMOUNT: $50,000

PROJECT: (Name, location or address, and Project number, if any)
OPUD Fire
Hydrant
Relocation

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 12 day of March 2019

Murphy's Touch, Inc
2880 Espina Loma Drive, Camino Ca 95709

(Principal)  
(Seal)

(Financial Pacific Insurance Company)

(Surety)  
(Seal)

Attorney in Fact: Hillary Socco

(Witness)

(Witness)

CONT0573 (012012)

The language in this document conforms exactly to the language used in AIA Document A313 2010 edition.
KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa, United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the state of Texas, and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the state of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

HILARY SECCO, JENNIFER KIME, HILLARY ERICKSON, SUE MCTEE, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed: $20,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 19th day of April 2020 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Board of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

Section 2. Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby, such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal and the Companies therefor. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact."

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereunto affixed this 19th day of April, 2018.

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: ________________________________
Vice President

State of Iowa, County of Linn, ss:

On 19th day of April, 2018, before me personally came Dennis J. Richmann, to me known, who being by me duly sworn, did depose and say, that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company, the corporations described in and which executed the above instrument, that he knows the seal of said corporations, that the seal affixed to the said instrument is such corporate seal, that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

By: ________________________________
Notary Public

My commission expires: 10/26/2019

I, Mary A. Burns, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this __ day of March, 2019.

By: ________________________________
Assistant Secretary.
UF&C & UF&I & FPIC

This paper has a colored background and void pantograph.
CALIFORNIA CERTIFICATE OF 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 El Dorado )

On 3/18/19 before me, Sherri Nokes, Notary Public, personally appeared — Hilary Anne Seco —

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 Sherri Nokes (Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/or the purpose of Bid Bond

containing 3 pages, and dated 3/18/19

The signers capacity or authority is/are as:

□ Individual(s)
□ Attorney-in-Fact
□ Corporate Officer(s) TITLE(s)

□ Guardian/Conservator
□ Partner - Limited/General
□ Trustee(s)
□ Other:

representing: Financial Pacific Insurance Company

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
□ form(s) of identification
□ credible witness(es)

Notarial event is detailed in notary journal on:
Page # Entry #

Notary contact:

Other

□ Additional Signer(s) ■ Signer(s) Thumbprint(s)

□
PROPOSAL (BID)

OLIVEHURST PUBLIC UTILITY DISTRICT

OPUD FIRE HYDRANT RELOCATION PROJECT

Swierstok Enterprise Inc., dba Pro Builders

Name of BIDDER

Business Address

7030 Drywood Way, Orangevale, Ca 95662

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:
Swierstok Enterprise Inc., dba Pro Builders

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:

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT OF MEASURE</th>
<th>TOTAL ITEM COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.01</td>
<td>Permits, Bonds, Insurance, Mobilization, set up, &amp; OSHA</td>
<td>1</td>
<td>LS</td>
<td>6,500</td>
</tr>
<tr>
<td>1.02</td>
<td>Removal of fire hydrants from locations shown in DRAWING 1</td>
<td>1</td>
<td>LS</td>
<td>29,000</td>
</tr>
<tr>
<td>1.03</td>
<td>Relocation of fire hydrants to locations shown in DRAWING 1, including any material(s) needed for relocation.</td>
<td>1</td>
<td>LS</td>
<td>39,000</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>TOTAL BID AMOUNT</th>
<th>$ 74,500</th>
</tr>
</thead>
<tbody>
<tr>
<td>Write out figures:</td>
<td>SEVENTY FOUR THOUSAND FIVE HUNDRED</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Work to be Performed</th>
<th>Percent of Total Contract</th>
<th>Subcontractor’s Name and Address</th>
<th>DIR #</th>
<th>CSLB Lic. #</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<td><strong>NONE</strong></td>
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<td>5.</td>
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<td>8.</td>
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<td>9.</td>
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</tr>
</tbody>
</table>

**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 _____Bidder's Bond__________ 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: Swierstok Enterprise Inc., dba Pro Builders

Signature [Signature]

Secretary

Title

884897

License Number (if applicable)

Attest

7030 Drywood Way, Orangevale, Ca 95662

Address

03.13.2019

Date
KNOWN ALL BY THESE PRESENTS, That we, Swierstok Enterprise, Inc., dba Pro Builders, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto Olivehurst Public Utility District, as Obligee, in the sum of TEN PERCENT OF AMOUNT BID Dollars (________ 10% __________) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for ____________________________ Fire Hydrant Relocation ____________________________ ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal’s bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal’s bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal’s bid, but in no event shall Surety’s and Principal’s liability exceed the penal sum of this bond.

Signed this _______ 11 ______ day of _______ March _______ 2019 _______.

Swierstok Enterprise, Inc., dba Pro Builders
(Principal)

By: ____________________________

Travelers Casualty and Surety Company of America

By: ____________________________

James D. Emerson, Attorney-in-Fact
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 11, 2019 before me, Gail C. Einerson, Notary Public (insert name and title of the officer)

personally appeared James D. Einerson, Attorney-In-Fact 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/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 Gail C. Einerson (Seal)
This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointees such authority as his or her certificate of authority may prescribe to sign with the Company’s name and seal with the Company’s seal, bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company’s seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which 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 11 day of March, 2019.

[Signature]
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.