

# Olivehurst Public Utility District



## Agenda Item Staff Report

**Meeting Date: May 16<sup>th</sup>, 2019**

### **Item description/summary:**

The project is raising and lowering infrastructure to accommodate for the Safe Routes to School project by the county. Only one bid was received. The apparent low bidder is All-American Construction with a bid of \$45,800

### **Fiscal Analysis:**

There is already a line item in the budget for Raising Iron projects.

### **Employee Feedback**

N/A

### **Sample Motion:**

Move to award the contract to All American Construction for the price of \$45,800

Prepared by:

Christopher Oliver, District Engineer

# OLIVEHURST PUBLIC UTILITY DISTRICT

## Bid Opening

Date/Time: May 8, 2019 at 3:30 P.M.

Present: Public Works Engineer and District Clerk

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



Project:

The following bids were received:

<b>1)</b> All - American Construction, Inc. 45,800
<b>2)</b>
<b>3)</b>
<b>4)</b>
<b>5)</b>
<b>6)</b>
<b>7)</b>
<b>8)</b>

**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 Guarantee Company of North America USA  
One Towne Square, Ste. 1470  
Southfield, MI 48076

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 Ave,  
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 Raising Iron Olivehurst 7th Ave Project

Project Number, if any:  
N/A

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 2nd day of May 2019

All-American Construction, Inc. \_\_\_\_\_  
*(Principal)* *(Seal)*

\_\_\_\_\_  
*(Witness)*

*(Signature)* DERREK STOKES  
\_\_\_\_\_  
*(Title)*

The Guarantee Company of North America USA  
*(Surety)* *(Seal)*

\_\_\_\_\_  
*(Witness)*

*(Signature)* Elizabeth Collodi  
\_\_\_\_\_  
*(Title)* Elizabeth Collodi, Attorney-in-Fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) ([www.nasbp.org](http://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 )

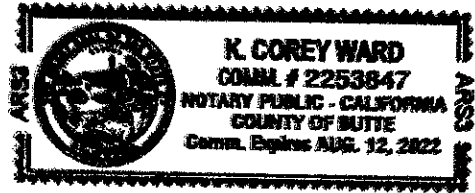
On May 2, 2019 before me, K. Corey Ward, Notary Public  
(insert name and title of the officer)

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 K. Corey Ward (Seal)





The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

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

Renee Ramsey, John Hopkins, Elizabeth Collodi, Bobbie Beeny, Phillip O. Watkins, Mindy Whitehouse, Jennifer Lakmann, Sara Walliser, John J. Weber, Stephanie Agapoff, Katherine Gordon, Jessica Montlux, Breanna Bofman, Vicky Troyan
Interwest Insurance Services, LLC

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

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

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

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

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

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



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

THE GUARANTEE COMPANY OF NORTH AMERICA USA

[Signature of Stephen C. Ruschak]

[Signature of Randall Musselman]

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.

[Signature of 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 2nd day of May, 2019

[Signature of Randall Musselman]

Randall Musselman, Secretary

**OLIVEHURST PUBLIC UTILITY DISTRICT**

*Our mission is to provide high quality services to enhance our community's quality of life.*



**BOARD OF DIRECTORS**

Dennise Burbank James Carpenter John Floe Mary Jane Griego Christopher White

**GENERAL MANAGER**

John Tillotson

April 19, 2019

**OPUD RAISING IRON OLIVEHURST 7<sup>th</sup> Ave PROJECT**

Prospective bidders,

OPUD will be accepting bids for lowering water valve boxes and manholes for construction and subsequently adjusting the boxes and manholes to finish grade upon completion of the project. The Yuba County plans for the project are attached. Please call the District Engineer with any questions.

A handwritten signature in cursive script, appearing to read "Chris Oliver".

Christopher Oliver, P.E.  
District Engineer, OPUD  
530-743-8573

**PROPOSAL (BID)**

**OLIVEHURST PUBLIC UTILITY DISTRICT**

**OPUD RAISING IRON 7<sup>TH</sup> AVE PROJECT**

Name of BIDDER All-American Construction, Inc.

Business Address P.O. Box 635/2048 Paseo Rd

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:

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	Permits, Bonds, Insurance, Mobilization, set up, & OSHA	1	LS	7,000
1.02	Lower and raise water valve boxes as necessary	13	EA	1,800 <sup>00</sup>
1.03	Lower and raise manholes as necessary	7	EA	2,200 <sup>00</sup>

**\*\*\*NOTE: Contractor is responsible for keeping location of all manholes and water valves throughout the duration of the project. OPUD will not be held responsible for additional work that would be required if the location of any manhole(s) or valve(s) is lost during the project.**

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>	\$ 45,800 <sup>00</sup>
Write out	Forty Five Thousand Eight Hundred Dollars and Zero Cents.	
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:

 DERREK STOKES  
Signature

Vice-President  
Title

948762  
License Number (if applicable)

Attest \_\_\_\_\_

P.O. Box 1035/2048 Paseo Rd  
Address

Live Oak, CA 95953  
Date

5/8/19