

Olivehurst Public Utility District



Agenda Item Staff Report

Meeting Date: 08/02

Item description/summary:

Consider Accepting RFB for Plumas Lake WTP Manganese Filter Expansion Construction Project Bid.

Olivehurst Public Utility District (OPUD) released request for Bid for Plumas Lake WTP Filter Pre-Purchase Project Bids. OPUD received bid on 07/28/2023 by 2'o clock of which 3 bids were submitted. "W.M. Lyles, Co." Bid was within the budgeted amount for this project.

Fiscal Analysis:

--

Employee Feedback

n/a

Sample Motion:

Accepted bid proposal by "W.M. Lyles, Co."

Prepared by: Swarnjit Boyal, Public Work Engineer

OLIVEHURST PUBLIC UTILITY DISTRICT

Bid Opening

Date/Time: July 28, 2023 at 2:30 P.M.

Present: Public Works Engineer and District Clerk

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



Project: Plumas Lake WTP Manganese Filters Expansion Project

The following bids were received:

1) W.M. Lyles Co.
\$1,997,000.00
2) Dutch Contracting
\$2,325,978.00
3) Sierra National Construction, Inc.
\$2,169,573.00
4)
5)
6)
7)
8)

Bid Schedule

TO: Olivehurst Public Utility District
1970 9th Ave
Olivehurst, CA 95961

The undersigned states and declares as follows:

That the Bidder has carefully examined the location of the proposed work; that the Bidder has examined the Contract Documents entitled: OPUD Plumas Lake WTP Manganese Treatment Expansion Project; that the Bidder has read the accompanying Instructions to Bidders; that the Bidder hereby proposes to begin work and complete the project in accordance with the schedule and deadlines in the Contract Documents; that the Bidder hereby proposes to furnish all labor, materials, tools, and equipment, and to perform all the work required, complete in place, in accordance with the Contract Documents; and that the Bidder will take in full payment for such work the prices set forth in the accompanying Bid Form.

The Bidder acknowledges that the following quantities are approximate only, being given as a basis for the comparison of Bids, that the District does not expressly or by implication agree that the actual amount of work will correspond therewith, and that the District reserves the right to increase or decrease the amount of any class or portion of the work, as may be deemed necessary or advisable by the Engineer.

The maximum allowed for Mobilization and Demobilization is 10 percent of the total project cost. Where lump sum prices are in the bidding schedule, they shall include all labor, materials, and equipment necessary to produce a complete and finished job. When no specific item is listed in the bidding schedule for work required, the cost of such work shall be included in the price bid for the item which most appropriately covers the work.

The following surety or sureties have agreed to furnish payment and performance bonds to the Bidder if it is awarded the contract:

Performance Bond: Liberty Mutual Insurance Company

Payment Bond: Liberty Mutual Insurance Company

The undersigned hereby acknowledges the receipt and review of Addenda Nos.:
1, 2, 3, 4, 5

Bid Schedule

Contractor's License No.: 422390

Expiration Date: 05/31/2024

Type of License: A,B

Name under which license is held: W. M. Lyles Co.

Status of License: Active

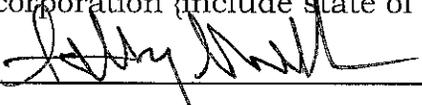
Executed on [DATE] July 28, 2023

The Bidder's authorized officer identified below hereby declares that the representations in this Bid are true and correct and of my own personal knowledge, and that these representations are made under penalty of perjury under the laws of the State of California.

Bidder

W. M. Lyles Co. (Company/Firm Name)

a California Corporation (Company Type, e.g.,
corporation {include state of incorporation}, sole proprietor, partnership)

 (Authorized Signature)

Anthony M. Mueller (Printed Name)

Vice President (Title)

Address: 525 W. Alluvial Avenue

Fresno, CA 93711

Phone No.: (559) 441-1900

E-mail: tmueller@wmlylesco.com

Bid Schedule**Bid Form**

Item No.	Est. Qty	Description	Cost Type	Unit Price	Extended Cost
1	1	Mobilization/demobilization	L.S.	N.A.	\$ 99,000.00
2	1	Insurance and bonds	L.S.	N.A.	\$ 43,000.00
3	1	Demolition of 6, 12& 14-inch piping including the surface wash pump	L.S.	N.A.	\$ 35,000.00
4	1	10 & 12-inch filter piping, valves, MOVs, valves & meters	L.S.	N.A.	\$ 400,000.00
5	1	16-inch MOV, vault & piping	L.S.	N.A.	\$ 65,000.00
6	1	16-inch filter piping and fittings	L.S.	N.A.	\$ 60,000.00
7	1	24-inch filter piping and fittings	L.S.	N.A.	\$ 80,000.00
8	1	Concrete pad, filter footings, and asphalt repair	L.S.	N.A.	\$ 225,000.00
9	1	Instrumentation	L.S.	N.A.	\$ 150,000.00
10	1	Factory and field testing, and startup	L.S.	N.A.	\$ 40,000.00
11	1	Control Panels	L.S.	N.A.	\$ 215,000.00
12	1	Electrical – conduit, wire, and appurtenances	L.S.	N.A.	\$ 212,000.00
13	1	Disinfection and pressure Testing	L.S.	N.A.	\$ 6,500.00
14	1	Operational testing and commissioning (Addendum 4)	L.S.	N.A.	—
15	1	Training	L.S.	N.A.	\$ 6,000.00

Bid Schedule

Item No.	Est. Qty	Description	Cost Type	Unit Price	Extended Cost
16	1	Full Turnkey System with Installation (Addendum 2)	L.S.	N.A.	\$ 500.00
17	1	Filter Installation with Internals and Media (Addendum 3)	L.S.	N.A.	\$ 300,000.00
18	1	AOP and Earthquake Insurance (Addendum 5)	L.S.	N.A.	\$60,000.00

TOTAL BID PRICE = \$ 1,997,000.00
(NUMBERS)

TOTAL BID PRICE = One Million, Nine Hundred Ninety Seven Thousand Dollars
(WORDS)

Note: In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the bid amount.

L.S. = Lump Sum
U.C. = Unit Cost
N.A. = Not Applicable

****END OF SECTION****

All Bids shall be accompanied by a Bid Guarantee made payable to the District. The bid guarantee shall be made in the form of a Bid Bond or a cashier's check that must be enclosed in the same envelope with the Bid. The amount of the Bid Bond or cashier's check shall be not less than 10 percent of the total amount of the Bid.

If a bond is utilized, the Attorney-in-Fact (resident agent) who executes the Bid Bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of execution of the surety bond which it covers. A bond will be accepted only if it is made out on either the Bid Bond form included in this Section or on a form which substantially conforms to it.

Bid Bond Form

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED
W. M. Lyles Co., Contractor as Principal; and

Liberty Mutual Insurance Company, as Surety,
 are hereby held and bound unto Olivehurst Public Utility District, hereinafter called the District, in the sum of \$ Ten percent of bid amount 10%, which sum is equal to at least ten percent of the total amount of the Bid, payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing, for the construction of the following public works project:

Plumas Lake WTP Manganese Treatment Expansion

NOW, THEREFORE,

- a) If the Bid is rejected, or in the alternate,
- b) If the Bid is accepted and the Principal shall sign and deliver a Contract, in the form of the Contract attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto and shall deliver proof of insurance (all completed in accordance with the Contract Documents), and shall in all other respects perform the agreement created by the acceptance of the Bid;

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the District may accept such Bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this 20 day of July 2023 ~~2022~~, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

W. M. Lyles Co.

(Contractor as Principal)

(Seal)

By:



Anthony M. Mueller

[Name]

Vice President

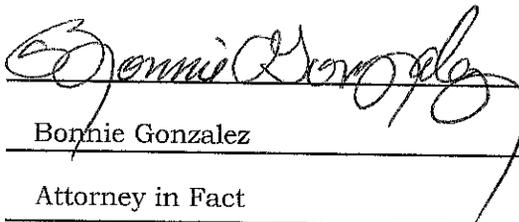
[Title]

Liberty Mutual Insurance Company

(Surety)

(Seal)

By:



Bonnie Gonzalez

[Name]

Attorney in Fact

[Title]

****END OF SECTION****

CALIFORNIA NOTARY 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 Placer

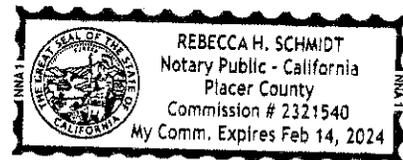
On July 28, 2023 before me, Rebecca Schmidt, Notary Public (name and title of officer),

personally appeared Anthony M. Mueller, 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 she/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 Rebecca Schmidt



(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

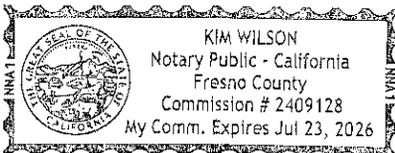
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of Fresno)

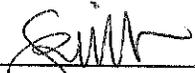
On July 20, 2023, before me, Kim Wilson, Notary Public, personally appeared Bonnie Gonzalez, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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.



(Seal)

Signature: 
Kim Wilson, Notary Public



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: 8206955-984971

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, Bonnie Gonzalez, John C. Day, Lyn Genito, Ralph B. Busch III, Steven P. Edwards

all of the city of Fresno 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 17th day of December, 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 ss
County of MONTGOMERY

On this 17th day of December, 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 20 day of July 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.

Designation of Subcontractors

1. Subcontractor List

- 1.1 Each Bidder shall set forth in its Bid a list of Subcontractors and additional information required on the form in Paragraph 3 of this Section in accordance with the provisions of California Public Contract Code section 4100, et seq.: (a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, and of each subcontractor who, under subcontract to the Contractor, is to specifically fabricate and install or provide a portion of the work or improvement according to the Contract Documents, in any amount in excess of $\frac{1}{2}$ of 1 percent of the Contractor's total Bid; and (b) The portion of the work that will be done by each such subcontractor. Only one subcontractor shall be listed for each such portion of the work as defined in the Bid.
- 1.2 If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the Contract, it shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.
- 1.3 Subletting or subcontracting of any portion of the work in excess of $\frac{1}{2}$ of 1 percent of the Contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the District setting forth the facts constituting the emergency or necessity.

2. Subcontracting Limits

The Contractor shall perform with its own organization work amounting to not less than 50 percent of the original total contract price, except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with its own organization. When items of work in the Bid schedule are preceded by the letter (S), such items shall be deemed designated "Specialty Items." Where an entire item is subcontracted, the value of work subcontracted will be based on the contract item bid price. When a portion of an item is subcontracted; the value of work subcontracted will be based on the estimated percentage of

Designation of Subcontractors

the contract item bid price, determined from information submitted by the Contractor, subject to approval by the Engineer.

3. Subcontractor List

Subcontractor (Name & Location)	Description of Subcontractor Work	Portion of Work (\$)
Martin Brothers Construction Sacramento, CA	AC Paving	34,440.00
Camblin Steel Service Inc. Roseville, CA	Rebar	15,990.00
Techno Coatings Anaheim, CA	Painting	198,512.00
San Joaquin Electric, Inc. Stockton, CA	Electrical	475,000.00

* Attach additional pages if necessary

****END OF SECTION****

Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

In accordance with Public Contract Code §7106.

Anthony M. Mueller (Contractor's full name)

being first duly sworn, deposes and says that he or she is

Vice President (Contractor's title)

Of W. M. Lyles Co. (Company's name)

The party making the foregoing Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired connived, or agreed with any Contractor or anyone else to put in a sham Proposal, or that anyone shall refrain from proposing; that the Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price submitted by the Contractor or any other Contractor, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed Contract; that all statements contained in the Proposal are true; and further, that the Contractor has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Non-Collusion Affidavit

Signature:

I assert that I have the requisite authority to bind

W. M. Lyles Co. (Contractor Name) in the making of this Affidavit. I am over the age of 18, have personal knowledge of the facts set forth above, and declare that the facts provided in this Affidavit are true and correct in all their representations.

Dated this 28th day of July, ~~2010~~ 2023

By: 

(Signature)

Anthony M. Mueller, Vice President

(Print Name)

**** END OF SECTION ****

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 Placer

Subscribed and sworn to (or affirmed) before me on this 28th
day of July, 20 23, by Anthony M. Mueller

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature Rebecca Schmidt

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INTENTIONALLY

Bid Schedule

TO: Olivehurst Public Utility District
1970 9th Ave
Olivehurst, CA 95961

The undersigned states and declares as follows:

That the Bidder has carefully examined the location of the proposed work; that the Bidder has examined the Contract Documents entitled: OPUD Plumas Lake WTP Manganese Treatment Expansion Project; that the Bidder has read the accompanying Instructions to Bidders; that the Bidder hereby proposes to begin work and complete the project in accordance with the schedule and deadlines in the Contract Documents; that the Bidder hereby proposes to furnish all labor, materials, tools, and equipment, and to perform all the work required, complete in place, in accordance with the Contract Documents; and that the Bidder will take in full payment for such work the prices set forth in the accompanying Bid Form.

The Bidder acknowledges that the following quantities are approximate only, being given as a basis for the comparison of Bids, that the District does not expressly or by implication agree that the actual amount of work will correspond therewith, and that the District reserves the right to increase or decrease the amount of any class or portion of the work, as may be deemed necessary or advisable by the Engineer.

The maximum allowed for Mobilization and Demobilization is 10 percent of the total project cost. Where lump sum prices are in the bidding schedule, they shall include all labor, materials, and equipment necessary to produce a complete and finished job. When no specific item is listed in the bidding schedule for work required, the cost of such work shall be included in the price bid for the item which most appropriately covers the work.

The following surety or sureties have agreed to furnish payment and performance bonds to the Bidder if it is awarded the contract:

Performance Bond: Great American Insurance Company

Payment Bond: Great American Insurance Company

The undersigned hereby acknowledges the receipt and review of Addenda Nos.:
1, 2, 3, 4, 5

Bid Schedule

Contractor's License No.: 464549

Expiration Date: 10/31/2024

Type of License: A & B

Name under which license is held: Sierra National Construction, Inc.

Status of License: Active

Executed on [DATE] 7/23/1984

The Bidder's authorized officer identified below hereby declares that the representations in this Bid are true and correct and of my own personal knowledge, and that these representations are made under penalty of perjury under the laws of the State of California.

Bidder

Sierra National Construction, Inc. (Company/Firm Name)

Corporation, CA (Company Type, e.g.,
corporation {include state of incorporation}, sole proprietor, partnership)

 (Authorized Signature)

Matt Follett (Printed Name)

Vice President (Title)

Address: 5433 El Camino Ave. ste 4

Carmichael, CA 95608

Phone No.: 916-481-6792

E-mail: matt@sierranationalconstruction.com

Bid Schedule

Bid Form

Item No.	Est. Qty	Description	Cost Type	Unit Price	Extended Cost
1	1	Mobilization/demobilization	L.S.	N.A.	122,045
2	1	Insurance and bonds	L.S.	N.A.	45,454
3	1	Demolition of 6, 12& 14-inch piping including the surface wash pump	L.S.	N.A.	32,297
4	1	10 & 12-inch filter piping, valves, MOVs, valves & meters	L.S.	N.A.	508,000
5	1	16-inch MOV, vault & piping	L.S.	N.A.	166,410
6	1	16-inch filter piping and fittings	L.S.	N.A.	64,782
7	1	24-inch filter piping and fittings	L.S.	N.A.	200,774
8	1	Concrete pad, filter footings, and asphalt repair	L.S.	N.A.	177,272
9	1	Instrumentation	L.S.	N.A.	150,000
10	1	Factory and field testing, and startup	L.S.	N.A.	16,6666
11	1	Control Panels	L.S.	N.A.	194,444
12	1	Electrical – conduit, wire, and appurtenances	L.S.	N.A.	174,823
13	1	Disinfection and pressure Testing	L.S.	N.A.	22,727
14	1	Operational testing and commissioning (Addendum 4)	L.S.	N.A.	
15	1	Training	L.S.	N.A.	55,555

Bid Schedule

Item No.	Est. Qty	Description	Cost Type	Unit Price	Extended Cost
16	1	Full Turnkey System with Installation (Addendum 2)	L.S.	N.A.	17,045
17	1	Filter Installation with Internals and Media (Addendum 3)	L.S.	N.A.	211,279
18	1	AOP and Earthquake Insurance (Addendum 5)	L.S.	N.A.	10,000

TOTAL BID PRICE = 2,169,573
(NUMBERS)

TOTAL BID PRICE = two million one hundred sixty-nine thousand five hundred seventy three
(WORDS)

Note: In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the bid amount.

L.S. = Lump Sum
U.C. = Unit Cost
N.A. = Not Applicable

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If a bond is utilized, the Attorney-in-Fact (resident agent) who executes the Bid Bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of execution of the surety bond which it covers. A bond will be accepted only if it is made out on either the Bid Bond form included in this Section or on a form which substantially conforms to it.

Bid Bond Form

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED
Sierra National Construction, Inc., Contractor as Principal; and

Great American Insurance Company, as Surety,
are hereby held and bound unto Olivehurst Public Utility District, hereinafter called the District, in the sum of \$ ten percent of amount bid, which sum is equal to at least ten percent of the total amount of the Bid, payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing, for the construction of the following public works project:

Plumas Lake WTP Manganese Treatment Expansion

NOW, THEREFORE,

- a) If the Bid is rejected, or in the alternate,
- b) If the Bid is accepted and the Principal shall sign and deliver a Contract, in the form of the Contract attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto and shall deliver proof of insurance (all completed in accordance with the Contract Documents), and shall in all other respects perform the agreement created by the acceptance of the Bid;

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the District may accept such Bid, and said Surety does hereby waive notice of any such extension.

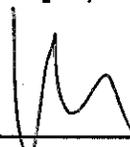
IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this 24 day of July, 2023 2022, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Sierra National Construction, Inc.

(Contractor as Principal)

(Seal)

By:



Kip Skidmore

[Name]

President

[Title]

Great American Insurance Company

(Surety)

(Seal)

By:



James D. Einerson

[Name]

Attorney-in-Fact

[Title]

****END OF SECTION****

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 July 24, 2023 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/●/they executed the same in
his/●/their authorized capacity(ies), and that by his/●/their 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 Gail C. Einerson (Seal)



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than THREE

No. 0 14660

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JAMES D. EINERSON	ALL OF	ALL
GAIL C. EINERSON	GOLD RIVER, CALIFORNIA	\$100,000,000
MICHELLE FURNO		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2ND day of DECEMBER 2020

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C B

Assistant Secretary

Mark V Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 2ND day of DECEMBER, 2020, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 24 day of July 2023



Atty L C B

Assistant Secretary

Designation of Subcontractors

1. Subcontractor List

- 1.1 Each Bidder shall set forth in its Bid a list of Subcontractors and additional information required on the form in Paragraph 3 of this Section in accordance with the provisions of California Public Contract Code section 4100, et seq.: (a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, and of each subcontractor who, under subcontract to the Contractor, is to specifically fabricate and install or provide a portion of the work or improvement according to the Contract Documents, in any amount in excess of $\frac{1}{2}$ of 1 percent of the Contractor's total Bid; and (b) The portion of the work that will be done by each such subcontractor. Only one subcontractor shall be listed for each such portion of the work as defined in the Bid.
- 1.2 If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the Contract, it shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.
- 1.3 Subletting or subcontracting of any portion of the work in excess of $\frac{1}{2}$ of 1 percent of the Contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the District setting forth the facts constituting the emergency or necessity.

2. Subcontracting Limits

The Contractor shall perform with its own organization work amounting to not less than 50 percent of the original total contract price, except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with its own organization. When items of work in the Bid schedule are preceded by the letter (S), such items shall be deemed designated "Specialty Items." Where an entire item is subcontracted, the value of work subcontracted will be based on the contract item bid price. When a portion of an item is subcontracted; the value of work subcontracted will be based on the estimated percentage of

Designation of Subcontractors

the contract item bid price, determined from information submitted by the Contractor, subject to approval by the Engineer.

3. Subcontractor List

Subcontractor (Name & Location)	Description of Subcontractor Work	Portion of Work (\$)
Telstar Instruments 4017 Vista Park Ct. Sacramento, CA	Electrical	457,900
Mason Painting, Inc 3242 Luyong Dr. Rancho Cordova CA	Coatings	138,433

* Attach additional pages if necessary

****END OF SECTION****

Certification of Qualifications

To be eligible for an award of Contract, the successful Contractor and each of their subcontractor(s) listed in section 00 43 36 must submit to Owner, within five (5) business days after the receipt of bids, this signed Certification of the Qualifications (Certification). If the Contractor does not list a subcontractor, then the Contractor must submit to Owner within five (5) business days after the receipt of bids this signed Certification to self-perform the work.

Failure to provide the Certification within five (5) business days as required herein will cause the bid to be disqualified and rejected unless otherwise specified by the Owner.

A. Requirements

Contractor/subcontractor(s) shall meet the following requirements:

1. Possess current licenses and insurance as required in the specifications
2. Contractor's license shall not have been revoked at any time in the last ten (10) years
3. No surety has been used to complete a contract on the Contractor or subcontractor(s)' behalf, or paid for completion due to termination by the project owner within the last ten (10) years
4. Contractor or subcontractor(s) (including its owners, officers, or subcontractors) have not been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract
5. Any other qualifications requirements included in contract documents

B. Experience

The Contractor/subcontractor shall list below three (3) successfully completed municipal projects of similar or greater size and complexity in the last five (5) years that demonstrate experience and qualifications to construct this or any portion of this project. One of the completed projects must have a value equal to or greater than 75% of the value of the Contractor/subcontractor bid amount.

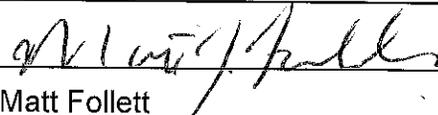
Certification of Qualifications

The Contractor/subcontractor(s) shall provide the following information as an attachment to this qualification form for three projects:

- Project name
- Contract/subcontract cost
- Construction time in months
- Owner's representative
- Owner's representative's telephone number
- Date of substantial completion

Contractor/subcontractor declares the foregoing is true and correct.

Sierra National Construction, Inc. _____ [Company/firm name]

 _____ [Authorized signature]

Matt Follett _____ [Name]

July, 28, 2023 _____ [Date]

**** END OF SECTION ****

00 45 13
Certification of Qualifications

Bidder: Sierra National Construction, Inc.

Project 1

Project name: Shasta Park Water Treatment Plant
Contract/subcontract cost: \$15,595,790
Construction time in months: 60
Owner's representative: Megan Thomas
Owner's representative's telephone number: (916) 588-0691
Date of substantial completion: 9/22/2022

Project 2

Project name: Waterman Road Water Treatment Plant Backwash Tank Replacement Project
Contract/subcontract cost: \$1,267,540
Construction time in months: 8
Owner's representative: Jonathan Eden
Owner's representative's telephone number: (916) 875-2700
Date of substantial completion: 6/13/2031

Project 3

Project name: Reynold Ranch Water Storage Tank Project
Contract/subcontract cost: \$2,808,058
Construction time in months: 14
Owner's representative: John Farris
Owner's representative's telephone number: (209) 810-2570
Date of substantial completion: 7/28/2020

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INTENTIONALLY

Bid Schedule

TO: Olivehurst Public Utility District
1970 9th Ave
Olivehurst, CA 95961

The undersigned states and declares as follows:

That the Bidder has carefully examined the location of the proposed work; that the Bidder has examined the Contract Documents entitled: OPUD Plumas Lake WTP Manganese Treatment Expansion Project; that the Bidder has read the accompanying Instructions to Bidders; that the Bidder hereby proposes to begin work and complete the project in accordance with the schedule and deadlines in the Contract Documents; that the Bidder hereby proposes to furnish all labor, materials, tools, and equipment, and to perform all the work required, complete in place, in accordance with the Contract Documents; and that the Bidder will take in full payment for such work the prices set forth in the accompanying Bid Form.

The Bidder acknowledges that the following quantities are approximate only, being given as a basis for the comparison of Bids, that the District does not expressly or by implication agree that the actual amount of work will correspond therewith, and that the District reserves the right to increase or decrease the amount of any class or portion of the work, as may be deemed necessary or advisable by the Engineer.

The maximum allowed for Mobilization and Demobilization is 10 percent of the total project cost. Where lump sum prices are in the bidding schedule, they shall include all labor, materials, and equipment necessary to produce a complete and finished job. When no specific item is listed in the bidding schedule for work required, the cost of such work shall be included in the price bid for the item which most appropriately covers the work.

The following surety or sureties have agreed to furnish payment and performance bonds to the Bidder if it is awarded the contract:

Performance Bond: Travelers Casualty + Surety Co. of America

Payment Bond: Travelers Casualty + Surety Co. of America.

The undersigned hereby acknowledges the receipt and review of Addenda Nos.:

Addenda numbers 1 - 5 Acknowledged

Bid Schedule

Contractor's License No.: 1002925

Expiration Date: 04.30.25

Type of License: A - Haz

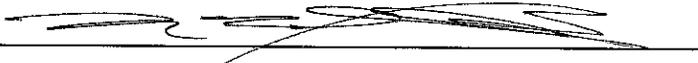
Name under which license is held: Dutch Contracting, Inc.

Status of License: Active

Executed on [DATE] _____

The Bidder's authorized officer identified below hereby declares that the representations in this Bid are true and correct and of my own personal knowledge, and that these representations are made under penalty of perjury under the laws of the State of California.

Bidder

<u>Dutch Contracting, Inc.</u>	(Company/Firm Name)
<u>Corporation</u>	(Company Type, e.g.,
<u>corporation {include state of incorporation}, sole proprietor, partnership)</u>	
	(Authorized Signature)
<u>Nicholas Zwetsloot</u>	(Printed Name)
<u>President</u>	(Title)

Address: 2201 Francisco Dr. Suite 140-136

El Dorado Hills, Ca 95762

Phone No.: 916-436-5422

E-mail: Nick@dutchcoinc.com

Bid Schedule**Bid Form**

Item No.	Est. Qty	Description	Cost Type	Unit Price	Extended Cost
1	1	Mobilization/demobilization	L.S.	N.A.	225,000
2	1	Insurance and bonds	L.S.	N.A.	54,406
3	1	Demolition of 6, 12& 14-inch piping including the surface wash pump	L.S.	N.A.	77,815
4	1	10 & 12-inch filter piping, valves, MOVs, valves & meters	L.S.	N.A.	625,091
5	1	16-inch MOV, vault & piping	L.S.	N.A.	118,751
6	1	16-inch filter piping and fittings	L.S.	N.A.	104,577
7	1	24-inch filter piping and fittings	L.S.	N.A.	20,943
8	1	Concrete pad, filter footings, and asphalt repair	L.S.	N.A.	137,874
9	1	Instrumentation	L.S.	N.A.	122,679
10	1	Factory and field testing, and startup	L.S.	N.A.	30,982
11	1	Control Panels	L.S.	N.A.	188,405
12	1	Electrical - conduit, wire, and appurtenances	L.S.	N.A.	235,351
13	1	Disinfection and pressure Testing	L.S.	N.A.	36,164
14	±	Operational testing and commissioning (Addendum 4)	L.S.	N.A.	—
15	1	Training	L.S.	N.A.	15,539

Bid Schedule

Item No.	Est. Qty	Description	Cost Type	Unit Price	Extended Cost
16	1	Full Turnkey System with Installation (Addendum 2)	L.S.	N.A.	23411
17	1	Filter Installation with Internals and Media (Addendum 3)	L.S.	N.A.	304984
18	1	AOP and Earthquake Insurance (Addendum 5)	L.S.	N.A.	4000

TOTAL BID PRICE = 2,325,978⁰⁰
(NUMBERS)

TOTAL BID PRICE = Two million three hundred twenty five thousand nine hundred seventy eight.
(WORDS)

Note: In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the bid amount.

L.S. = Lump Sum
U.C. = Unit Cost
N.A. = Not Applicable

****END OF SECTION****

Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

In accordance with Public Contract Code §7106.

Nicholas J. Zwetsbov (Contractor's full name)

being first duly sworn, deposes and says that he or she is

President / CEO (Contractor's title)

of DUTCH CONTRACTING INC. (Company's name)

The party making the foregoing Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired connived, or agreed with any Contractor or anyone else to put in a sham Proposal, or that anyone shall refrain from proposing; that the Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price submitted by the Contractor or any other Contractor, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed Contract; that all statements contained in the Proposal are true; and further, that the Contractor has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Non-Collusion Affidavit

Signature:

I assert that I have the requisite authority to bind

Dutch Contracting Inc. (Contractor Name) in the making of this Affidavit. I am over the age of 18, have personal knowledge of the facts set forth above, and declare that the facts provided in this Affidavit are true and correct in all their representations.

Dated this 28 day of JULY, 2010 2023

By:  Nicholas Zwetsloot
(Signature) (Print Name)

**** END OF SECTION ****



Olivehurst Public Utility District
Plumas Lake WTP Manganese Expansion Project
Olivehurst, CA

ADDENDUM 1

June 30, 2023

This addendum is for all persons preparing bids (BIDDER) for the above referenced project and as such shall be considered a part of the Plans and Specifications as if they were originally provided therein. All other terms, conditions, and specifications of the Plans and Specifications shall remain unchanged.

All changes (CHANGE), deletions (DELETE) and/or additions (ADD) to the Plans or Specifications described herein shall be included in the BIDDER's proposal. In case of any conflict between the Plans and Specifications and this addendum, this addendum shall govern.

Swarnjit Boyal

Swarnjit Boyal
Olivehurst Public Utility District
1970 9th Ave
Olivehurst, CA 95961
(530) 682-0736

A large, stylized handwritten signature in black ink, appearing to be a variation of the name Swarnjit Boyal.

7-28-23



Olivehurst Public Utility District
Plumas Lake WTP Manganese Expansion Project
Olivehurst, CA

ADDENDUM 2

July 10, 2023

This addendum is for all persons preparing bids (BIDDER) for the above referenced project and as such shall be considered a part of the Plans and Specifications as if they were originally provided therein. All other terms, conditions, and specifications of the Plans and Specifications shall remain unchanged.

All changes (CHANGE), deletions (DELETE) and/or additions (ADD) to the Plans or Specifications described herein shall be included in the BIDDER's proposal. In case of any conflict between the Plans and Specifications and this addendum, this addendum shall govern.

Swarnjit Boyal

Swarnjit Boyal
Olivehurst Public Utility District
1970 9th Ave
Olivehurst, CA 95961
(530) 682-0736

A large, stylized handwritten signature in black ink, appearing to be a variation of the name Swarnjit Boyal.

7-28-23



Olivehurst Public Utility District
Plumas Lake WTP Manganese Expansion Project
Olivehurst, CA

ADDENDUM 3

July 14, 2023

This addendum is for all persons preparing bids (BIDDER) for the above referenced project and as such shall be considered a part of the Plans and Specifications as if they were originally provided therein. All other terms, conditions, and specifications of the Plans and Specifications shall remain unchanged.

All changes (CHANGE), deletions (DELETE) and/or additions (ADD) to the Plans or Specifications described herein shall be included in the BIDDER's proposal. In case of any conflict between the Plans and Specifications and this addendum, this addendum shall govern.

Swarnjit Boyal

Swarnjit Boyal
Olivehurst Public Utility District
1970 9th Ave
Olivehurst, CA 95961
(530) 682-0736

A large, stylized handwritten signature in black ink, appearing to be a variation of the name Swarnjit Boyal.

7-28-23

*Olivehurst Public Utility District
Plumas WTP Manganese Expansion Project – ADDENDUM 3
July 14, 2023*

Addendum Item **3.01**

Reference: Specification Section 00 45 19, Non-Collusion Affidavit

Description:

ADD Specification Section 00 45 19 (See issued specification dated July 14, 2023)

Addendum Item **3.02**

Reference: Specification Section 00 72 32, General Conditions

Description:

CHANGE Specification Section 00 72 32 has been changed to 5% retention (See reissued specification dated July 14, 2023)

Addendum Item **3.03**

Reference: Section 00 41 43, Bid Schedule

Description:

CHANGE Changed Bid Schedule to add Bid Item 17 Filter Installation with Internals and Media (See reissued specification dated July 14, 2023)

END OF ADDENDUM 3



Olivehurst Public Utility District
Plumas Lake WTP Manganese Expansion Project
Olivehurst, CA

ADDENDUM 4

July 24, 2023

This addendum is for all persons preparing bids (BIDDER) for the above referenced project and as such shall be considered a part of the Plans and Specifications as if they were originally provided therein. All other terms, conditions, and specifications of the Plans and Specifications shall remain unchanged.

All changes (CHANGE), deletions (DELETE) and/or additions (ADD) to the Plans or Specifications described herein shall be included in the BIDDER's proposal. In case of any conflict between the Plans and Specifications and this addendum, this addendum shall govern.

Swarnjit Boyal

Swarnjit Boyal
Olivehurst Public Utility District
1970 9th Ave
Olivehurst, CA 95961
(530) 682-0736

A large, stylized handwritten signature in black ink, appearing to be a variation of the name Swarnjit Boyal.

7-28-23



Olivehurst Public Utility District
Plumas Lake WTP Manganese Expansion Project
Olivehurst, CA

ADDENDUM 5

July 26, 2023

This addendum is for all persons preparing bids (BIDDER) for the above referenced project and as such shall be considered a part of the Plans and Specifications as if they were originally provided therein. All other terms, conditions, and specifications of the Plans and Specifications shall remain unchanged.

All changes (CHANGE), deletions (DELETE) and/or additions (ADD) to the Plans or Specifications described herein shall be included in the BIDDER's proposal. In case of any conflict between the Plans and Specifications and this addendum, this addendum shall govern.

Swarnjit Boyal

Swarnjit Boyal
Olivehurst Public Utility District
1970 9th Ave
Olivehurst, CA 95961
(530) 682-0736

A large, stylized handwritten signature in black ink, appearing to be a variation of the name Swarnjit Boyal, written across the bottom left of the page.

7-28-23

All Bids shall be accompanied by a Bid Guarantee made payable to the District. The bid guarantee shall be made in the form of a Bid Bond or a cashier's check that must be enclosed in the same envelope with the Bid. The amount of the Bid Bond or cashier's check shall be not less than 10 percent of the total amount of the Bid.

If a bond is utilized, the Attorney-in-Fact (resident agent) who executes the Bid Bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of execution of the surety bond which it covers. A bond will be accepted only if it is made out on either the Bid Bond form included in this Section or on a form which substantially conforms to it.

Bid Bond Form

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED Dutch Contracting Inc., Contractor as Principal; and Travelers Casualty and Surety Company of America, as Surety, are hereby held and bound unto Olivehurst Public Utility District, hereinafter called the District, in the sum of \$ (10% of Total Amount Bid), which sum is equal to at least ten percent of the total amount of the Bid, payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing, for the construction of the following public works project:

Plumas Lake WTP Manganese Treatment Expansion

NOW, THEREFORE,

- a) If the Bid is rejected, or in the alternate,
- b) If the Bid is accepted and the Principal shall sign and deliver a Contract, in the form of the Contract attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto and shall deliver proof of insurance (all completed in accordance with the Contract Documents), and shall in all other respects perform the agreement created by the acceptance of the Bid;

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the District may accept such Bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this 26th day of July, 2023 ~~2022~~, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Dutch Contracting Inc.

(Contractor as Principal)

(Seal)



By: [Signature]

Nicholas Zurbriggen [Name]

President / CEO [Title]

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

By: [Signature]

Susan Fournier, [Name]

Attorney-In-Fact [Title]

****END OF SECTION****

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)

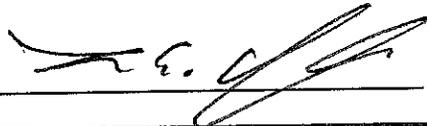
On July 24, 2023 before me, Traci E. Nakagaki, Notary Public
(insert name and title of the officer)

personally appeared Susan Fournier
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.

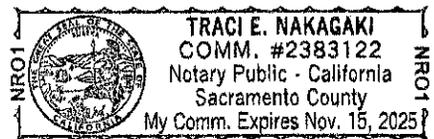
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **SUSAN FOURNIER** of **RANCHO CORDOVA**, California, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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 appointee 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 each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **26th** day of **July**, 2023



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

Designation of Subcontractors

1. Subcontractor List

- 1.1 Each Bidder shall set forth in its Bid a list of Subcontractors and additional information required on the form in Paragraph 3 of this Section in accordance with the provisions of California Public Contract Code section 4100, et seq.: (a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, and of each subcontractor who, under subcontract to the Contractor, is to specifically fabricate and install or provide a portion of the work or improvement according to the Contract Documents, in any amount in excess of $\frac{1}{2}$ of 1 percent of the Contractor's total Bid; and (b) The portion of the work that will be done by each such subcontractor. Only one subcontractor shall be listed for each such portion of the work as defined in the Bid.
- 1.2 If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the Contract, it shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.
- 1.3 Subletting or subcontracting of any portion of the work in excess of $\frac{1}{2}$ of 1 percent of the Contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the District setting forth the facts constituting the emergency or necessity.

2. Subcontracting Limits

The Contractor shall perform with its own organization work amounting to not less than 50 percent of the original total contract price, except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with its own organization. When items of work in the Bid schedule are preceded by the letter (S), such items shall be deemed designated "Specialty Items." Where an entire item is subcontracted, the value of work subcontracted will be based on the contract item bid price. When a portion of an item is subcontracted; the value of work subcontracted will be based on the estimated percentage of

Designation of Subcontractors

the contract item bid price, determined from information submitted by the Contractor, subject to approval by the Engineer.

3. Subcontractor List

Subcontractor (Name & Location)	Description of Subcontractor Work	Portion of Work (\$)
NC CONCRETE / RANCHO CORDOVA	CONCRETE PAD	62,930.-
SAN JOAQUIN ELECTRIC SACRAMENTO	ELECTRICAL	475,000.-
MASON PAINTING GRANDEVALE	PAINT + COATINGS	138,433

* Attach additional pages if necessary

****END OF SECTION****