

NEW BUSINESS

ITEM 8.C.

REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF September 8, 2020
AGENDA ITEM NO. 8.C.



AGENDA SECTION: NEW BUSINESS

SUBJECT: APPROVE RESOLUTION TO AUTHORIZE AN APPLICATION FOR FUNDING ASSISTANCE THROUGH THE BUREAU OF RECLAMATION'S WATERSMART: WATER AND ENERGY EFFICIENCY GRANT PROGRAM FOR FISCAL YEAR 2021

PREPARED BY: Adam Brown, Water Resources Manager

APPROVED BY: Jeff Nelson, Interim General Manager

BACKGROUND

On June 16, 2020, Bureau of Reclamation (BOR) released information on a funding opportunity in water and energy efficiency grants for 2021.

"The objective of this funding opportunity announcement (FOA) is to invite state, Indian tribes, irrigation districts, water districts and other organizations with water or power delivery authority to leverage their money and resources by cost sharing with Reclamation on projects that seek to conserve and use water more efficiently, increase the production of hydropower; mitigate conflict risk areas at a high risk of future water conflict; enable farmers to make additional on-farm improvements in the future, including improvements that may be eligible for Natural Resources Conservation Service (NRCS) funding; and accomplish other benefits that contribute to water supply reliability in the western United States."

The FOA is split into two funding groups, funding group I and funding group II, as detailed below;

- Funding group I – Provides funding up to \$500,000 and requires a project be complete within two years of award.
- Funding group II – Provides funding up to \$2,000,000 and requires a project be complete within three years of award.

Each funding group requires a cost sharing or 50 percent or more of the total project cost. Cost sharing may be made through cash, costs contributed by the applicant, or third-party in-kind contributions.

Specific projects eligible through this FOA include:

- Water Conservation Projects
 - Canal Lining/Piping;
 - Municipal Metering;
 - Irrigation Flow Measurement;
 - Supervisory Control and Data Acquisition and Automation; and
 - Irrigation Measures; and
- Hydropower Projects.

This Grant will fund all phases of a project including engineering, environmental review, and construction. Proposals received before October 3, 2019 will be considered for fiscal year 2020 funding. Proposals received after October 3, 2019 and before September 30, 2020 will be considered for fiscal year 2021.

DISCUSSION

Georgetown Divide Public Utility District (District) staff evaluated projects for FOA eligibility and identified the Municipal Metering Project as an eligible project that has high potential to obtain funding from this Grant.

The District has entered into a Cost Sharing Agreement with El Dorado County Water Agency (EDCWA). The cost sharing agreement includes consultant support to complete and submit a grant application for Municipal Meter Project (Project) funding.

Applications are required to be submitted by Thursday, September 17, 2020, 4:00 p.m. Mountain Daylight Time. Funding awards are anticipated in Winter of 2021 and the Project must be completed within three years of award.

In order for the application to be complete, the BOR requires that the Board adopt the attached resolution authorizing the submittal of the grant application, committing the District to providing the required local cost sharing component of the funding to complete the Project, and designating the General Manager to execute the financial agreement and other Project related documents as required by the BOR.

FISCAL IMPACT

This Project has historically been included in the Capital Improvement Plan (CIP). The BOR grant would supplement the State Revolving Fund low interest loan the District has applied for. The project cost is estimated at \$2,000,000. If the District was successful in obtaining the grant, our 55% cost share component would be approximately \$1,100,000 funded though

SRF low interest loan and the remaining \$900,000 coming from BOR grant. The SRF loan would be amortized over a 10 to 15 year period.

CEQA ASSESSMENT

There is no CEQA action required for submitting the grant application. If the District receives the funding, then a CEQA assessment will be performed as part of the environmental work associated with this Project.

RECOMMENDED ACTION

Staff recommends that the Board adopt the attached Resolution (Attachment A) authorizing the BOR grant application.

ATTACHMENTS

1. Resolution

AGENDA ITEM 8.C.
ATTACHMENT 1
RESOLUTION 2020-XX

**RESOLUTION NO. 2020-XX OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**

**AUTHORIZING THE GENERAL MANAGER TO SIGN, APPROVE, EXECUTE
CERTAIN DOCUMENTS AND PLEDGING AND DEDICATING NET WATER
REVENUES TO WATER RELIABILITY PROJECT ASSOCIATED WITH
WATERSMARTS GRANTS: WATER AND ENERGY EFFICIENCY GRANTS FOR
FISCAL YEAR 2020: FUNDING OPPURTUNITY ANNOUNCEMENT NO.
BOR-DO-20-F001**

WHEREAS, the Georgetown Divide Public Utility District proposes to implement a Meter Replacement, Automated Meter Reading, and Leak Detection Improvement Project to improve water use efficiency and contribute to meeting state mandated conservation and water loss control goals; and

WHEREAS, water meter accuracy decreases as much as 25% or more over a 30-year period and Georgetown Divide Public Utility District meters range in age from relatively new to 45 plus-years; and

WHEREAS, meter replacement with automated meter reading (AMR) capability would promote water conservation, water efficiency, reduce the overall water loss, recover lost revenue related to under-registration of water use and reduce cost associated with current manual meter reading, and reduce field time associated with reading meters; and

WHEREAS, the Georgetown Divide Public Utility District has identified itself as an eligible applicant under the U. S. Bureau of Reclamation's (Reclamation's) WaterSMART: Water and Energy Efficiency Grant Program for Fiscal Year 2021; and

WHEREAS, Georgetown Divide Public Utility District is pursuing grant funding assistance under the United States Bureau of Reclamation WaterSMART: Water and Energy Efficiency Grant Program in an amount up to \$2,000,000 to replace approximately 3,800 aged mechanical meters with new American Water Works Association Standard C700 compliant electric consumption water meters with AMR capability, anticipated to have an industry standard useful life of 20-years; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT:**

1. The Board finds that the proposed project will serve both the mission of GDPUD and satisfy the goals of the WaterSMART Program and, on that basis, supports staff's submittal of financial assistance application to Reclamation.
2. GDPUD is capable of funding the minimum 55-percent cost share required to obtain grant funding under the WaterSMART: Water and Energy Efficiency Program. A detailed breakdown of project costs is included with the application.
3. The Board has granted the General Manager, or his designee, the legal authority to enter into an agreement with Reclamation and hereby ratifies the action of its General Manager in applying for financial assistance from Reclamation's WaterSMART

Program to promote water use efficiency and contribute to meeting state mandated water conservation and water loss goals, reduce costs associated with manually reading meters and managing water use data, increase water use data accuracy for long range planning purposes, and increase confidence in and validity of water loss control data.

4. The General Manager and staff are directed to take all other actions necessary to secure funding for the Project under the WaterSMART: Water and Energy Efficiency Program, including working with Reclamation to meet established deadlines for entering into a cooperative financial assistance agreement.

PASSED AND ADOPTED BY THE Board of Directors of the Georgetown Divide Public Utility District at a regular meeting of said Board, held on September 8, 2020, by the following vote of said Board:

Ayes:

Noes:

Absent/Abstain:

Dave Souza, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

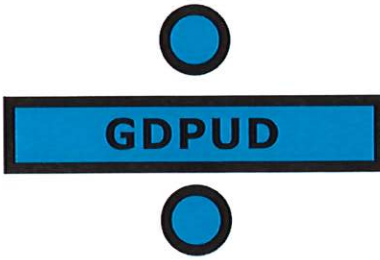
Attest:

Jeff Nelson, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2020-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 8th day of September 2020.

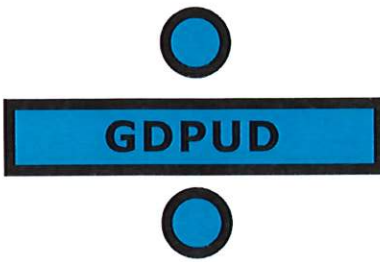
Jeff Nelson, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT



NEW BUSINESS

ITEM 8.D.

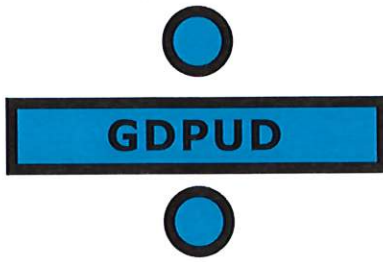
-FOR DISCUSSION-



NEW BUSINESS

ITEM 8.E.

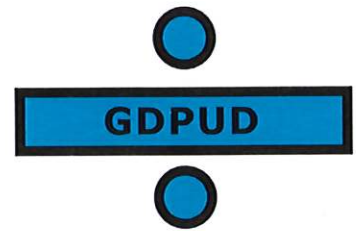
-NOT USED-



NEW BUSINESS

ITEM 8.F.

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF SEPTEMBER 8, 2020
AGENDA ITEM NO. 8.F.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: AWARD CONSTRUCTION CONTRACT TO MCM Roofing Company, Inc. IN THE AMOUNT OF \$76,323.00 FOR the OFFICE AND CORPORATION YARD ROOF REPAIRS PROJECT

PREPARED BY: Elaine Greif, Coastland Civil Engineering

APPROVED BY: Darrell Creeks, Operations Manager

BACKGROUND

The roofs on the District office and Corporation Yard buildings are in severe need repair or replacement. Leaks have been observed by staff in previous rainy seasons, and it is critical that repairs be made prior to the upcoming winter.

The Office and Corporation Yard Roof Repairs Project will involve a complete removal of the existing roofing systems on the District office and corporation yard shop buildings, and the installation of a new roofing system consisting of composition shingles. Work will also include repair and replacement of sheathing, replacement of flashing around existing fixtures, replacement of skylights on the shop building, removal of structural dry rot from exposed rafters, and re-nailing of existing loose plywood on the roof deck.

Coastland Civil Engineering is providing project management services for this project under the professional services agreement approved by the Board on February 11, 2020 for various capital projects.

DISCUSSION

Coastland arranged for a commercial roofing contractor (Allstate Roofing) to inspect the roofs on both buildings, provide a recommended scope of repairs, and provide an estimated cost to perform the repairs. Allstate provided a base cost estimate of \$56,495.00, which did not include the necessary replacement of existing skylights, expected sheathing costs, re-nailing of the existing loose plywood, flashing around existing fixtures, or the cost of bonds. Coastland used

the recommendations provided by Allstate to prepare project specifications for the roof repairs and provide a cost estimate for the project that included the additional repairs which were not accounted for in the estimate provided by Allstate.

On August 10, 2020, the District released a request for bids for the project.

The project specifications identify work to be performed in the roof repair to include complete roof tear off and replacement, replacement of existing skylights, repair and replacement of sheathing, re-nailing of the existing loose plywood, and flashing around existing fixtures.

On August 31, 2020, the District received three (3) bid proposals with an apparent low bid from MCM Roofing Company, Inc. (MCM) of \$76,323.00. The bids were opened publicly at the appointed time and location. The bid summary sheet as recorded at the public bid opening is attached as **Attachment 1**. The bid from MCM is provided as **Attachment 2**.

Table 1 – Bid Summary

| Bidder | Bid Amount |
|-----------------------------|-------------------|
| MCM Roofing Company, Inc.* | \$ 76,323.00 |
| Barth Roofing Company, Inc. | \$ 83,000.00 |
| El Dorado Roofing | \$ 80,730.00 |
| Engineer's Estimate | \$ 65,000.00 |

* Verified Low Bidder

MCM's bid proposal included all the required forms, and staff verified that they have a valid Contractor's license as required by the Project specifications. MCM also meets and exceeds the experience requirements listed in the specifications. As such, MCM is the low responsive, responsible bidder.

The total price bid by \$76,323.00 exceeds the engineer's estimate by \$11,323, and total projected costs to complete the project exceed the District's CIP budget for this project by \$7,000.

The project is planned to be completed by October 31, 2020. Staff recommends that the General Manager have "change order" authority in an amount not to exceed 10% of the contract amount. This will eliminate the need to return to the Board of Directors for minor changes to the project allowing for a timely completion of the project.

Furthermore, the CIP project budget did not include inspection services during construction and assumed all construction management and contract management would be handled by District staff. Staff recommends that Coastland provide a building inspector for one day to assist the District in identifying the sections of the roof which need to receive substrate repairs and document the quantities to be paid for at the unit price identified in the bid proposal.

Once the board takes action to award the contract, Staff will send the Contractor a Notice of Award, and the Contractor will execute the agreement and supply the required performance bond.

ANALYSIS

Since the bid results are higher than the amount programmed in the CIP, the District can take one of two alternative actions: program additional funding from a capital project fund for the project and award the construction contract to MCM, or reject all bids.

Alternative 1 – Program Additional Funding and Award Project

In order to award the construction contract, the Board needs to program additional funding for the project. The table below shows the current and projected costs associated with awarding the total bid price.

Table 2 – Project Budget

| Phase | CIP Budget | Projected To Complete |
|---|-------------------|------------------------------|
| Engineering/Project Management | \$ 6,280 | \$ 8,045* |
| Construction Management | \$ 0 | By District staff |
| Construction (Includes 10% contingency) | \$ 78,720 | \$ 83,955 |
| <i>Total</i> | \$85,000 | \$ 92,000 |

**Includes Building Inspector time (Coastland) to verify quantities and identify areas of substrate repairs; not included in original project management scope.*

The project is funded by Fund 43 – Capital Reserve. As shown in the June 2020 Cash Balances Report that was presented to the Board in August, the Fiscal Year 2020/2021 beginning fund 43 balance was \$703,624. The Fiscal Year 2020/2021 budget programmed \$410,000 to be spent this year on capital projects from Fund 43, which would result in a balance of \$293,624 at the end of the fiscal year.

Construction of this project can be funded by increasing the contribution from Fund 43 from \$85,000 to \$92,000. This would result in a projected end of year fund balance of \$286,624 for Fund 43.

Alternative 2 – Reject All Bids

Alternatively, the Board could reject the bid. If the Board rejects the bid, District Staff would advertise the project again. Staff would need to re-advertise the project immediately following this meeting. Bids would be due the first week of October, and consideration of the award presented to the Board at the October Board meeting. Construction could begin October, depending on the weather, with the goal to complete construction by the end of November.

Bid prices can vary throughout the year based on many factors, including contractor workload, number of interested contractors, and cost of materials. The results of a future rebid are unknown and bids could be higher or lower depending on market conditions at the time of the bid.

FISCAL IMPACT

The Adopted Capital Improvement Plan budget for this Project is \$85,000 from Fund 43 – Capital Reserve. Current budget and projected costs are summarized in the table below.

Additional funding is required to construct the Project. The contribution from Fund 43 – Capital Reserve needs to be increased from \$85,000 to \$92,000. This would result in a projected end of year fund balance of \$286,624 for Fund 43; if all other CIP expenditures occur as planned. This change does not impact any active or planned capital improvement projects during the current fiscal year.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) adopt the attached Resolution awarding the construction contract to MCM; authorizing the General Manager to execute a contract with MCM in the amount of \$76,323.00; authorizing the General Manager to approve change orders not to exceed 10% of the contract amount for a total construction authorization amount of \$83,955.30, and approving an increase in the contribution from Fund 43 – Capital Reserve from \$85,000 to \$92,000.

ALTERNATIVES

Alternatively the Board may reject all bids and provide a direction for rebid.

ATTACHMENTS

1. Bid Results Form
2. MCM Roofing Company, Inc.'s Bid
3. Resolution

AGENDA ITEM 8.F.

ATTACHMENT 1

BID RESULTS FORM

**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
WALTON LAKE WATER TREATMENT PLANT FILTER #3 REHABILITATION PROJECT
BID RESULTS**

Bid Opening Date/Time: August 31, 2020 3:00 PM
 Bid Opening Location: GDPUD District Office
 Engineer's Estimate: \$65,000

| Bidding Contractor Name | Bid Amount | 1.2 - Bid Form | 1.3 - Bid Schedule | 1.4 - Designation of Subcontractors | 1.5 - Bid Bond | 1.6 - Experience Qualifications | 1.8 - Certification Regarding Debarment, Suspension, and Other Responsibility Matters | 1.9 - Non-Collusion Affidavit | 1.10 - Nondiscrimination Clause | Addendum #1 Acknowledgement | Addendum #2 Acknowledgement | 1.14 Signature Sheet |
|-------------------------|------------|----------------|--------------------|-------------------------------------|----------------|---------------------------------|---|-------------------------------|---------------------------------|-----------------------------|-----------------------------|----------------------|
| MCM Roofing | \$76,323 | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Barth Roofing Co. | \$83,000 | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| El Dorado Roofing | \$80,730 | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

Read By: *[Signature]* Recorded By: *Carole Hill* Witnessed By: *[Signature]*

AGENDA ITEM 8.F.

ATTACHMENT 2

MCM ROOFING COMPANY INC's BID

1.2 BID PROPOSAL

OFFICE AND CORPORATION YARD ROOF REPAIRS PROJECT

NAME OF BIDDER:

MCM Roofing Company, INC

STREET ADDRESS:

3410 Flighly Lane, Bldg #25

CITY, STATE, ZIP:

McClellan, CA 95652

PHONE NO.: 916-333-5294 FAX NO.: 916-333-5295

EMAIL: JMOTZ@MCM Roofing Company.COM

CONTRACTOR LICENSE TYPE & NO.:

938303 - A, B, C-39, C-43, C-2

The work for which this proposal is submitted is for construction in conformance with the Special Provisions (including the payment of not less than the prevailing wage rates), the project plans, if any, described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the Georgetown Divide Public Utility District specifications.

The Special Provisions for the Work to be done are dated August 10, 2020. and are entitled:

OFFICE AND CORPORATION YARD ROOF REPAIRS PROJECT

Bids are to be submitted for the entire work. The amount of the bid for comparison will be the total of all items.

The Bidder shall set forth, for each unit basis item of work, a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In the case of a discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc. or one-tenth, one-hundredth, etc. from the entered total, the discrepancy will be resolved by mutual resolution between the two parties.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the item total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the Georgetown Divide Public Utility District, and that discretion will be exercised in the manner deemed by the Georgetown Divide Public Utility District to best protect the public interest in the prompt and economical completion of the work. The decision of the Georgetown Divide Public Utility District respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the bond(s) in the sums required by the State Contract Act, with surety satisfactory to the Georgetown Divide Public Utility District, and the insurance certificates within ten (10) days, not including Saturdays, Sundays, and legal holidays, after the Bidder has received notice from the Georgetown Divide Public Utility District that the contract has been awarded, the Georgetown Divide Public Utility District may, at its option, determine that the Bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the Georgetown Divide Public Utility District.

When submitting its bid, the Bidder shall include security in the form of cash; cashier's check made payable to the District; a certified check made payable to the District or a bidder's bond executed by an admitted surety insurer, made payable to the District. The amount of security shall be 10 percent of the amount bid. Should the Bidder be awarded the contract, but fail to execute the contract, its security shall be forfeited to the District.

The Bidder has familiarized itself with the nature and extents of the Contract Documents, the Work, the site, the locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost,

progress or performance of the Work, and has made such independent investigations as Bidder deems necessary.

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 plans therein referred to; and the contractor proposes, and agrees if this proposal is accepted, that they will contract with the Georgetown Divide Public Utility District, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the District as therein set forth, and that the contractor will take in full payment therefor the following prices, to wit:

MCM Roofing Company Inc
 3410 Flight Lane, Bldg #25
 McClellan, CA 95652

1.3 BID SCHEDULE - ②

Georgetown Divide Public Utility District
 OFFICE AND CORPORATION YARD ROOF REPAIRS PROJECT

| ITEM | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT COST | TOTAL |
|-------------------|---|--------------------|------|----------------------|-------------------------|
| 1 | Mobilization, Insurance, Bonds, and Permitting | 1 | LS | 8,800 ⁰⁰ | 8,800 ⁰⁰ |
| 2 | Wood and Substrate Repairs | 20 | SQ | 416 ⁰⁰ | 8,320 ⁰⁰ |
| 3 | Cut, Treat, and Paint Rafter Tails | 1 | LS | 1,378 ⁰⁰ | 1,378 ⁰⁰ |
| 4 | Skylight Replacement (Building No. 2) | 4 | EA | 796 ⁰⁰ | 3,184 ⁰⁰ |
| 5 | Roof System – Building No. 1 (Office) | 1 | LS | 24,750 ⁰⁰ | 24,750 ⁰⁰ |
| 6 | Roof System – Building No. 2 (Shop) | 1 | LS | 27,550 ⁰⁰ | 27,550 ⁰⁰ |
| 7 | Re-nailing of existing loose plywood on roof deck | 1 | LS | 2,341 ⁰⁰ | 2,341 ⁰⁰ |
| TOTAL BID AMOUNT: | | | | | \$ 76,323 ⁰⁰ |

Seventy six thousand three hundred twenty three $\frac{00}{100}$

Total Amount in Words

MCM Roofing Company, Inc
 3410 Flight + Land, Bldg #25
 McCallum CA 95652

1.4 LIST OF SUBCONTRACTORS

The bidder shall list below the name and business address of each subcontractor who will perform work under this Contract in excess of one-half of one percent of the Contractor's total bid price, and shall also list the portion of the work which will be done by such subcontractor. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. All information must be provided for each subcontractor. Failure to comply with this requirement shall render the proposal (bid) non-responsive and shall cause its rejection. (Attach additional sheets if required.)

| Work to be Performed | Subcontractor License # | Percent of Total Contract | Subcontractor's Name and Address |
|----------------------|-------------------------|---------------------------|----------------------------------|
| | | | |
| None Used | | | |
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1.5 BID BOND

We, MCM Roofing Company Inc.
_____ as Principal, and
Great American Insurance Company

as Surety are bound unto the **GEOREGTOWN DIVIDE PUBLIC UTILITY DISTRICT**, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal has submitted a proposal to the Obligee, for _____
(Copy here the exact description of work, including location as it appears on the proposal)

Office and Corporation Yard Roof Repairs Project

for which bids are to be opened at Georgetown, CA on August 31, 2020

(Insert place where bids will be opened)

(Insert date of bid opening)

NOW, THEREFORE,

- (a) If the Bid is rejected, or in the alternate,
- (b) If the Bid is accepted and the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: August 14, 2020

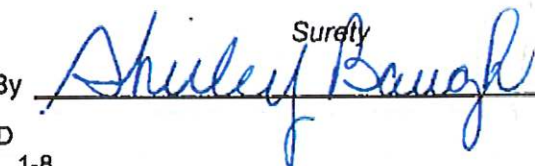
MCM Roofing Company Inc.

By: _____


Principal

Great American Insurance Company

By: _____


Surety

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)
County of Sacramento)
On 8-14-2022 before me, J. Swalley, notary public
Date Here Insert Name and Title of the Officer
personally appeared Shirley Baugh
Name(s) of Signer(s)

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 J. Swalley
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

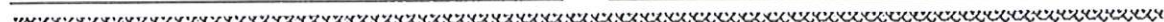
Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



CERTIFICATE OF ACKNOWLEDGEMENT

ACKNOWLEDGMENT

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

State of California

County of Sacramento)

On 8/24/2020 before me, George H. Motz Jr. President
(insert name and title of the officer)

Personally appeared George H. Motz Jr.
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.

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 **ONE**

No. 0 14466

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 |
|---------------|------------------------|----------------|
| SHIRLEY BAUGH | SACRAMENTO, CALIFORNIA | \$100,000,000 |

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 **29TH** day of **JULY**, 2020



Attest
Steph C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **29TH** day of **JULY**

, 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. BERALLA, 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 **14th** day of **August**, 2020



Steph C. B.

Assistant Secretary

1.6 EXPERIENCE AND QUALIFICATIONS

The Bidder has been engaged in the contracting business, under the present business name for 14 years. Experience in work of a nature similar to that covered in the Bid extends over a period of 11 years.

The Bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to it, except as follows:

N/A

The following contracts have been satisfactorily completed in the last three years for the persons, firm or entity indicated: (Bidder may provide additional experience statements).

| | DATE | NAME OF PROJECT | CONTRACT AMOUNT | OWNER | PHONE # |
|----|----------|---|------------------------|---------------------------------------|-----------------|
| 1. | 8-25-18 | Wood Creek High School Roof Replacement - II | 834,889 [#] | Roseville Joint Union School Dist. | 916 782-4707 |
| 2. | 9-10-18 | Harriet Eldt Middle School | 1,642,957 [#] | Elk Grove Unified | 916 686-7711 |
| 3. | 6-1-18 | Sac County Roofing Job | 997,082 [#] | Sac County | 916 876-6343 |
| 4. | 11-11-19 | Harrow Johnson Elementary | 1,467,400 [#] | Tule River Unified | 916 566-1600 |
| 5. | 8-5-19 | Roseville High School Roof Replacement | 1,782,632 [#] | Roseville Joint Union School Dist. | 916 782-4707 |

Please attach separate sheet, if needed.

The following is a list of plant and equipment owned by the Bidder, which is definitely available for use on the proposed work as required. (Bidder may provide additional list of plant and equipment available).

| Quantity | Name, Type and Capacity | Condition | Location |
|----------|---|-----------|-----------|
| 1 | Full working Metal Shop 34' Digital Break, shears, etc | Good | McClellan |
| 1 | scissor lift Pump Truck | New | McClellan |
| 5 | Stakebed Trucks | New | McClellan |
| 2 | Dump Trailers | New | McClellan |
| | 3-Air compressors Nail Guns 5-Generators Saws, etc | Good | McClellan |
| 2 | Maintenance Trucks | Good | McClellan |
| 3 | Pickup Trucks - 3 Flat bed Trailers - 3 | New | McClellan |

Executed on August 28, 2020, at Sacramento, CA.

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

BIDDER


[Authorized signature]

MCM Roofing Company Inc.
[Company/firm name]

George H. Motz, Jr.
[Name]

President
[Title]

1.7 EQUAL EMPLOYMENT CLAUSE

(40 CFR 60-8.4(b) and EO 11246 & 11375 & 12086)

The Federal Equal Employment Opportunity Law requires that all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The required notice follows this section.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The required notice follows this section.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."


MCM Roofing Company, Inc.
3410 Flight Lane
Building #25
McClellan, CA 95652

1.8 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Name of Company/Entity: MCM Roofing Company, Inc

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a government entity (Federal, State, or local).
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraphs (a) and (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to \$ 10,000 or imprisonment for up to five (5) years, or both.

George H. Motz, Jr. - President
Name and Title of Authorized Representative (Typed/printed)


Signature of Authorized Representative

8/28/20
Date

I am unable to certify to the above statements. My explanation is below.

1.9 NON COLLUSION AFFIDAVIT*

This Affidavit to be fully executed.


The undersigned declares:

I am the President of MCM Roofing Company Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on August 14, 2020 [date], at Sacramento [city], California [state]."

Signature: 

President, Secretary, Manager, Owner, or
Representative

(Attach Notary Acknowledgement)

Print Name and Title below:

George H. Motz Jr.

President

*Note: Public Contracts Code 7106 requires this non-collusion affidavit be submitted with a bid for any public works contract of a public entity.

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)
County of Sacramento)
On August 14, 2020 before me, J. Swalley, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared George H. Motz Jr.
Name(s) of Signer(s)

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 J. Swalley
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

1.10 NONDISCRIMINATION CLAUSE

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 or the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR
SUBCONTRACTOR NAME: MCM Roofing Company, Inc

CERTIFIED BY:

NAME: George H. Motz, Jr TITLE: President

SIGNATURE:  DATE: 8/28/20

1.12 WORKERS COMPENSATION CERTIFICATE

Owner and Description of Contract:

Georgetown Divide Public Utility District

OFFICE AND CORPORATION YARD ROOF REPAIRS PROJECT

Labor Code Section 3700: *Every employer, except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:*

- (a) *By being insured against liability to pay compensation in one or more insurer duly authorized to write compensation insurance in this State.*
- (b) *By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.*

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: August 28, 2020

MCM Roofing Company, Inc.

(Contractor)

By:

[Handwritten Signature]

(Signature)

President

(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing any work.)

1.13 ADDENDUM ACKNOWLEDGEMENT

Bidder acknowledges receipt of the following addenda, which are attached to the bid proposal:

| | |
|----------------------|------------------------------|
| Addenda No. <u>1</u> | Date: <u>August 24, 2020</u> |
| Addenda No. <u>2</u> | Date: <u>August 25, 2020</u> |
| Addenda No. | Date: |
| Addenda No. | Date: |

ADDENDA

This bid proposal is submitted with respect to the changes to the contract included in the Addenda Acknowledgement above.

To all the foregoing, and including all Bid Schedule(s), List of Subcontractor's, Worker's Compensation Certificate, and Non-Collusion Affidavit, said Bidder further agrees to complete the Work required under the Contract Documents within the Contract Time stipulated in said Contract Documents and to accept full payment therefore the Contract Price based on Lump Sum(s) and/or Unit Bid Price(s) named in the aforementioned Bid Schedule(s).

By my signature on this proposal I certify, under penalty of perjury under laws of the State of California and the United States of America, that the above is true and correct.

Date: 8/28/20

Bidder: MCM Roofing Company, Inc

By: [Signature]
(Signature)

Title: President

1.14 SIGNATURE SHEET

If bidder or other person of legal interest is a corporation; state legal name of corporation, also names of the president, secretary, treasurer, and manager authorized to sign contracts; if a co-partnership, state true name of firm, also names of all individual copartners composing firm authorized to sign contracts; if Bidder or other interested person is an individual, state first and last names in full.

Provide the names of all persons of legal interest in the foregoing proposal as principals below:

George H. Motz Jr. President

Licensed in conformance with an act providing for the registration of contractors,

Contractor's License No.: 938303

Classification(s): A, B, C-39, C-43
FC2



CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 938303

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 8/31/2020 8:27:40 AM

Business Information

MCM ROOFING COMPANY INC
3410 FLIGHT LANE
MC CLELLAN, CA 95652
Business Phone Number.(916) 333-5294

Entity Corporation
Issue Date 09/29/2009
Expire Date 09/30/2021

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ C39 - ROOFING
- ▶ B - GENERAL BUILDING CONTRACTOR
- ▶ C43 - SHEET METAL
- ▶ C-2 - INSULATION AND ACOUSTICAL
- ▶ A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA.

Bond Number: 105630982

Bond Amount: \$15,000

Effective Date: 01/01/2016

[Contractor's Bond History](#)

Bond of Qualifying Individual

▶ This license filed Bond of Qualifying Individual number 667161C for WILLIAM JOSEPH KOMAR in the amount of \$12,500 with OHIO CASUALTY INSURANCE COMPANY (THE).

Effective Date: 08/26/2019

[BQI's Bond History](#)

▶ The qualifying individual GEORGE HARMON MOTZ JR certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 12/19/2018

[BQI's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the REDWOOD FIRE AND CASUALTY INSURANCE CO

Policy Number: MCWC027808

Effective Date: 12/23/2019

Expire Date: 12/23/2020

[Workers' Compensation History](#)

Other

▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

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GEORGETOWN DIVIDE
Public Utility District

P.O. BOX 4210

PHONE (530) 533-4300

GEORGETOWN, CALIFORNIA 95931-4210

FAX (530) 533-0142

gd.pud.org

ADDENDUM NO. 1
Issued August 24, 2020

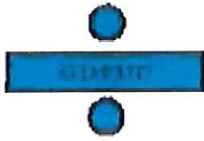
**SUBJECT: Georgetown Divide Public Utility District Office and Corporation Yard Roof Repairs Project
Addendum #1 – Questions to Date and Clarifications**

TO: All Building Exchanges and Plan Holders:

This addendum shall hereby be made a part of the contract documents to the same extent as though it was originally included. The addendum consists of this cover and all the following pages and attachments.

The Contract Documents are hereby clarified, corrected and changed as indicated below.

| Addendum Item | Part/Section | Description of Change |
|----------------------------------|---|---|
| 1. License Requirements | 2.21 Licensing Requirements for Contractors | Replace the sentence with the following: The Contractor shall hold such licenses as may be required by the laws of the State of California for the performance of the work specified in the Contract Documents, and shall have the following classification or type of license for the work issued by the California State Contractors' License Board: <u>Class B or C-39.</u> |
| 2. Completion Date | 5.32 Commencement and Progress of the Work and Time of Completion/Construction Sequence | Replace the second to last sentence of the first paragraph with: <u>Work on the total project shall be completed before October 31st, 2020.</u> |
| 3. Questions and Answers to Date | Varies | See attached for questions and answers to date. |



GEORGETOWN DIVIDE
Public Utility District

P.O. BOX 4210

GEORGETOWN CALIFORNIA 93031-4210

PHONE (530) 533-1355

FAX (530) 533-0142

gd.pud.org

Questions and Answers to Date:

1. Q: What is the Engineer's estimate?
A: The Engineer's Estimate is \$65,000
2. Q: Who is the Project Engineer for the District?
A: Coastland Civil Engineering
3. Q: Do you want the four (4) big ventilators on the back of the corp yard building to be reused?
A: Yes. Flashing around existing vents and other mechanical features should be replaced and resealed.
4. Q: What about the gutters and downspouts? Do you want them replaced? They will need to be removed to deal with the rafter tails, and the existing downspouts will no longer be the right configuration.
A: Rafter tails on front of office building are not intended to be cut as they do not appear to have dry rot. Existing gutters and downspouts should be reused.
5. Q: What if dry rot of the rafter tails extends beyond the eaves? How do you want to deal with this probable situation? From years of experience it is never possible to determine the true extent of dry rot before the roof is removed.
A: Work identified in the bid documents is the assumption used for bidding purposes. If additional work is necessary and authorized by the District, it will be a negotiated change.
6. Q: Fascia boards are not present on all eaves.
A: This project is not proposing to change that condition.
7. Q: We would recommend an Owens-Corning roof system, not a GAF roof system. GAF has proven unreliable in standing behind their product warranties.
A: GAF system was used as a reference material. Contractor may propose and submit material information for an equal system. Contractors planning to do this are encouraged to submit proposed material changes prior to submitting bids if they are unsure they would meet the specifications.

A copy of this Addendum with the signed acknowledgement below must be attached to your bid proposal or your bid may be considered non-responsive.

If you have any questions or concerns regarding this Addendum please contact Elaine Greif at (530) 537-3854 or greif@coastlandcivil.com.



GEORGETOWN DIVIDE
Public Utility District

P.O. BOX 4210

PHONE (530) 833-4388

GEORGETOWN, CALIFORNIA 95931-4210

FAX (530) 833-2142

gd-pud.org

Thank You,

Approved by:

Darrell Creeks
GDPUD
Operations Manager/Superintendent

Prepared by:

Elaine Greif
Coastland Civil Engineering
Assistant Engineer

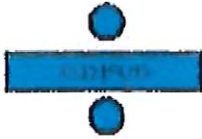
Contractor's Acknowledgement of Addendum

Addendum No. 1

Signed:

Printed Name:

George H. Motzky



GEORGETOWN DIVIDE
Public Utility District

P.O. BOX 4210

PHONE (510) 333-4366

GEORGETOWN, CALIFORNIA 95031-4210

FAX (510) 333-0142

gd.pud.org

ADDENDUM NO. 2
Issued August 25, 2020

SUBJECT: Georgetown Divide Public Utility District Office and Corporation Yard Roof Repairs Project
Addendum #2 -- Questions to Date and Clarifications

TO: All Building Exchanges and Plan Holders:

This addendum shall hereby be made a part of the contract documents to the same extent as though it was originally included. The addendum consists of this cover and all the following pages and attachments.

The Contract Documents are hereby clarified, corrected and changed as indicated below.

| Addendum Item | Part/Section | Description of Change |
|--|--|--|
| 1. Updated Bid Schedule for the Additional bid item for re-nailing existing loose plywood on re-roofed surface | 1.3 Bid Schedule | See <u>Attachment 1</u> for revised Bid Schedule. (revised to add Bid Item No. 7) |
| 2. Contract Amount Table updated with the additional bid item for re-nailing existing loose plywood on re-roofed surface | 3.1.3 Total Contract Amount Table | Revise Table to be an exact copy of the revised bid schedule table included in <u>Attachment 1</u> (added Bid Item No. 7) |
| 3. General Liability Limits of Insurance | 5.52.3 Minimum Limits of Insurance (p. 5-36) | Revise bullet a. to read: <i>General Liability: <u>\$1,000,000</u> per occurrence for bodily injury, personal injury and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.</i> |



GEORGETOWN DIVIDE Public Utility District

P.O. BOX 4240

PHONE (530) 333-4355

GEORGETOWN, CALIFORNIA 95931-0240

FAX (530) 333-0142

gd.pud.org

| | | |
|--|--|---|
| <p>4a. Workmanship Warranty</p> | <p>1.1 Guarantee (p. 1-19)</p> | <p>Revise the second sentence of the warranty requirement to read:</p> <p><i>We agree to repair or replace any or all of our work, together with any other adjacent damages resulting from our work, that may prove to be defective in its workmanship or material within a period of ONE (1) YEAR from the date of acceptance of the above-named work by the District without any expense whatsoever to the District, ordinary wear and tear and unusual abuse or neglect excepted.</i></p> <p>See Attachment 2 for revised Guarantee form.</p> |
| <p>4b. Workmanship Warranty</p> | <p>6-4.02 Part I General, I. Warranty (p 6-12)</p> | <p>Revise Section I, WARRANTY to read: <i>The Contractor shall provide a system with 50-year coverage on the entire system against manufacturer defects. In addition, the roofing contractor shall provide a <u>1-year</u> workmanship warranty.</i></p> |
| <p>5. Clarification - Quantity of Rafter Tails</p> | <p>6-4.01 General, A. 5 (p. 6-9)</p> | <p>Remove "<u>(approximately 26 in total)</u>" from the sentence. Note that there are approximately 26 rafter tails to be trimmed for the two buildings combined, the majority being on the back side of the shop building. See the answer to question 3 below for more information.</p> |
| <p>6. Additional bid item for re-nailing existing loose plywood on re-roofed surface</p> | <p>6-4.01 A and B (p. 6-9)</p> | <p>Add the following item to the list of work to be performed on both buildings:</p> <p><i>Re-nail existing loose plywood on roof deck. Assume that half of the required sheathing nails across the entire re-roofed surface will be performed as needed to bring up to current code requirements. Contractor shall exercise care to avoid damaging existing old sheathing with process of re-nailing.</i></p> |
| <p>6. Additional bid item for re-nailing existing loose plywood on re-roofed surface</p> | <p>6-4.04 Measurement and Payment</p> | <p>Add the following paragraph before the last paragraph in this section:</p> <p>Re-nailing of Existing Loose Plywood on Roof Deck shall paid for on a lump sum basis. The contract lump sum price paid for "Re-nailing of Existing Loose Plywood on Roof Deck" (Bid Item No. 7) shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals, and for doing all the work involved in re-nailing existing loose plywood on roof deck as specified herein, complete and in place, specified in these special provisions, and no additional compensation will be allowed therefore.</p> |
| <p>6. Questions and Answers to Date</p> | <p>Varies</p> | <p>See below for questions and answers to date.</p> |



GEORGETOWN DIVIDE
Public Utility District

P.O. BOX 4210
GEORGETOWN, CALIFORNIA 90311-4210

PHONE (530) 333-4300
FAX (530) 333-2142

gd.pud.org

Questions and Answers to Date:

1. Q: How will the severe dry-rot on the lookout rafters be dealt with?
A: Rafter tails are to be trimmed square to the rafter at the eave line (roof edge) and sealed and painted per spec. Some dry rot may be left in place where it is only a cosmetic concern. Repairs beyond that will be handled as extra work at District discretion.
2. Q: The majority of our jobs similar to this require re-nailing of existing loose plywood on the entire roof deck. How will this be dealt with?
A: Please see attached updated Bid Schedule. Assume replacement of half of the required sheathing nails across the entire re-roofed surfacing will be performed as needed to bring up to code and provide as a lump sum cost.
3. Q: Which 26 rafter tails specifically do you reference--only on the front of the office or on the back of the shop?
A: All protruding rafter tails at the back of the shop and the protruding rafter tails on the sides of the front of the office that are not supporting the gutter system.

A copy of this Addendum with the signed acknowledgement below must be attached to your bid proposal or your bid may be considered non-responsive.

If you have any questions or concerns regarding this Addendum please contact Elaine Greif at (530) 537-3854 or greif@coastlandcivil.com.

Thank You,

Approved by:

Darrell Creeks
GDPUD
Operations Manager/Superintendent

Prepared by:

Elaine Greif
Coastland Civil Engineering
Assistant Engineer

Contractor's Acknowledgement of Addendum

Addendum No. 1/2

Signed:

Printed Name:

George H. Motz

ATTACHMENT 1: Revised Bid Schedule

1.3 BID SCHEDULE

**Georgetown Divide Public Utility District
OFFICE AND CORPORATION YARD ROOF REPAIRS PROJECT**

| ITEM | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT COST | TOTAL |
|--------------------------|---|--------------------|------|-----------|-------|
| 1 | Mobilization, Insurance, Bonds, and Permitting | 1 | LS | | |
| 2 | Wood and Substrate Repairs | 20 | SQ | | |
| 3 | Cut, Treat, and Paint Rafter Tails | 1 | LS | | |
| 4 | Skylight Replacement (Building No. 2) | 4 | EA | | |
| 5 | Roof System -- Building No. 1 (Office) | 1 | LS | | |
| 6 | Roof System -- Building No. 2 (Shop) | 1 | LS | | |
| 7 | Re-nailing of existing loose plywood on roof deck | 1 | LS | | |
| TOTAL BID AMOUNT: | | | | \$ | |

Total Amount in Words

ATTACHMENT 2: Revised Guarantee Form

1.11 GUARANTEE

FOR

Georgetown Divide Public Utility District

OFFICE AND CORPORATION YARD ROOF REPAIRS PROJECT

DATE OF ACCEPTANCE: _____

We hereby guarantee that the work we have installed for the District has been done in accordance with the approved Plans if any and Specifications as well as all applicable State and local regulations and that the work as installed will fulfill the requirements of the guarantee. We agree to repair or replace any or all of our work, together with any other adjacent damages resulting from our work, that may prove to be defective in its workmanship or material within a period of ONE (1) YEAR from the date of acceptance of the above-named work by the District without any expense whatsoever to the District, ordinary wear and tear and unusual abuse or neglect excepted.

Within fifteen (15) days after being notified in writing by the District of any defects in the work, we agree to commence and pursue with due diligence all work necessary to fulfill the terms of this guarantee, and to complete the work within a reasonable period of time (not to exceed thirty (30) days after commencement of the repair work); and in the event of our failure to so comply, we collectively and separately, do hereby authorize said the District to proceed to have such work done at our expense and we will honor and pay the cost and charges therefor upon demand.

DATED: _____

CONTRACTOR

BY: _____

Title: _____

(To be signed and notarized before acceptance of project).

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C

C

AGENDA ITEM 8.F.

ATTACHMENT 3

RESOLUTION

RESOLUTION NO. 2020-

**OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONSTRUCTION
CONTRACT WITH MCM ROOFING COMPANY, INC. IN THE AMOUNT OF
\$76,323.00 FOR THE OFFICE AND CORPORATION YARD ROOF REPAIRS
PROJECT AND AUTHORIZING THE GENERAL MANAGER TO APPROVE CHANGE
ORDERS NOT TO EXCEED 10% OF THE CONTRACT AMOUNT FOR A TOTAL
CONSTRUCTION AUTHORIZATION AMOUNT OF \$83,955.30, AND APPROVING AN
INCREASE IN THE CONTRIBUTION FROM FUND 43 – CAPITAL RESERVE FROM
\$85,000 TO \$92,000.**

WHEREAS, the Office and Corporation Yard Roof Repairs Project was planned for Fiscal Year 2020/21 in the Board Adopted Five Year Capital Improvement Plan; and

WHEREAS, a notice inviting bids to select a contractor to perform the Project was issued on August 10, 2020, and three (3) bids were received on August 31, 2020; and

WHEREAS, after reviewing bids, District Staff have determined that MCM ROOFING COMPANY, INC. was the lowest responsive and responsible bidder; and

WHEREAS, the MCM Roofing, Inc. Total Bid Price is in the amount of \$76,323.00; and

WHEREAS, the project expenditures will exceed the total project budget of \$85,000; and

WHEREAS, additional funding is available from Fund 43 – Capital Reserve.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT:**

1. The construction contract is awarded to MCM Roofing Company, Inc.
2. The General Manager is authorized to execute a construction contract with MCM Roofing Company, Inc. in the amount of \$76,323.00 for the Project.
3. The General Manager is authorized to approve change orders not to exceed 10% of the contract amount.
4. The project budget is amended by increasing the contribution from Fund 43 – Capital Reserve from \$85,000 to \$92,000.

PASSED AND ADOPTED by the board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the eighth day of September 2020, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

David Souza, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

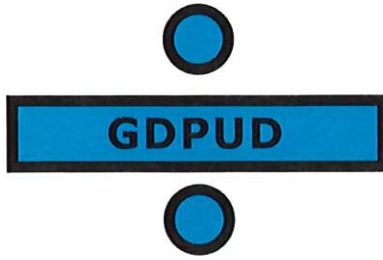
Attest:

Jeff Nelson, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

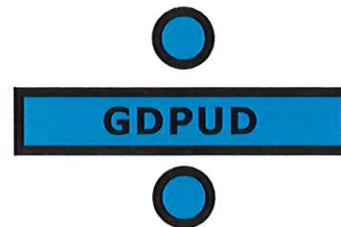
I hereby certify that the foregoing is a full, true and correct copy of Resolution 2020-
duly and regularly adopted by the Board of Directors of the Georgetown Divide Public
Utility District, County of El Dorado, State of California, on the 8th day of September,
2020.

Jeff Nelson, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT



NEW BUSINESS
ITEM 8.G.

REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF September 09, 2020
Agenda Item No. 8.G.



AGENDA SECTION: NEW BUSINESS

SUBJECT: CONSIDER ADOPTION OF VEHICLE SURPLUS LIST

PREPARED BY: Darrell Creeks, Operations Manager

APPROVED BY: Jeff Nelson, PE, General Manager

BACKGROUND

The District currently has a fleet of 14 work trucks, one dump truck, one tractor loader and three excavators.

Staff has identified 8 (eight) vehicles that are currently not in use. These vehicles range in age from 21 years (1999 Model) to 13 years (2007 Model). Several, but not all, of these vehicles have significant mechanical deficiencies. The subject vehicles are identified as follows:

- | | |
|----------------------------|--------------|
| 1. 2004 Chevy 1500 4x4 | Lic# 1170870 |
| 2. 2007 Chevy 2500 4x4 | Lic# 1206299 |
| 3. 1999 Ford F150 4x4 | Lic# 1042719 |
| 4. 2003 Chevy 1500 4x4 | Lic# 1152138 |
| 5. 2004 Chevy Colorado 4x4 | Lic# 1170871 |
| 6. 2002 Ford F150 4x4 | Lic# 1006205 |
| 7. 2006 Chevy Colorado 4x4 | Lic# 1206276 |
| 8. 2002 Ford F150 4x4 | Lic# 1098692 |

FISCAL IMPACT

Minimal impact, it is anticipated the District will not get very much money for these vehicles.

CEQA ASSESSMENT

This is not a CEQA Project.

RECOMMENDED ACTION

Staff recommends the Board of Directors declare the 8 vehicles listed above surplus and direct staff to dispose of the same through an auction process conducted by staff or sell on GOV Deals.