City Council Meeting
06-13-22
Item 3.B.9.

Council Agenda Report

To: Mayor Grisanti and the Honorable Members of the City Council

Prepared by: Troy Spayd, Assistant Public Works Director/Assistant City Engineer

Reviewed by: Rob DuBoux, Public Works Director/City Engineer

Approved by: Steve McClary, City Manager

Date prepared: May 11, 2022 Meeting date: June 13, 2022

Subject: Broad Beach Road Biofiltration Repair Project

RECOMMENDED ACTION: 1) Authorize the Mayor to execute a construction contract with JTEC Corporation in the amount $281,301 for the Broad Beach Road Biofiltration Repair Project, Specification No. 2091; and 2) Authorize the Public Works Director to approve potential change orders up to 15% of contract.

FISCAL IMPACT: No additional appropriation is required. Funding for this agreement is included in the Adopted Budget for Fiscal Year 2021-2022 in Account No. 102-9212-5100.00 (Broad Beach Road Water Quality Improvements).

WORK PLAN: This item was included as item 2g in the Adopted Work Plan for Fiscal Year 2021-2022.

DISCUSSION: The City installed permeable pavers, landscaping and underground biofiltration units on Broad Beach Road as permanent best management devices required to comply with the City's MS4 NPDES Stormwater Water Quality Permit. These devices became damaged by the mud and debris runoff caused by the post Woolsey Fire storms in 2019. The Broad Beach Road Biofiltration Repair project objective is to repair the damage including biofiltration unit maintenance, debris clean up, minor grading, replacement of irrigation and landscape, and permeable pavers maintenance.

The City advertised the project specifications for the Broad Beach Road Biofiltration Repair Project according to the formal competitive bidding process on February 24, 2022. Two contractors submitted bids by the deadline on April 28, 2022.

Contractor	Bid Amount
JTEC Corporation	**$281,301**
CS Legacy Construction, Inc.	$866,942

Staff reviewed the bid from JTEC Corporation and found it to be in order and conformance with the bid requirements. Staff also verified the Contractor's license and called their references.

Staff recommends the Council approve the award and authorize the Mayor to execute a construction contract with JTEC Corporation and authorize the Public Works Director to approve potential change orders up to 15% of the Agreement amount. Once approved, staff will process the Agreement and issue a Notice to Proceed for the project.

ATTACHMENTS: Public Works Agreement with JTEC Corporation

CITY OF MALIBU
PUBLIC WORKS AGREEMENT

This Public Works Agreement ("Agreement") is made and entered into as of the date executed by the Mayor and attested to by the City Clerk, by and between JTEC Corporation (hereinafter referred to as "CONTRACTOR") and the City of Malibu, California, a municipal corporation (hereinafter referred to as "CITY").

R E C I T A L S

A. Pursuant to the Notice Inviting Sealed Bids for Broad Beach Road Biofiltration Repair Project bids were received, publicly opened, and declared on the date specified in the notice.

B. On June 13, 2022, Malibu's City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR.

C. The City Council has authorized the Mayor to execute a written contract with CONTRACTOR for furnishing labor, equipment and material for the Broad Beach Road Biofiltration Repair Project in the City of Malibu.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK: CITY agrees to engage CONTRACTOR and CONTRACTOR agrees to furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the Broad Beach Road Biofiltration Repair Project in the City of Malibu. The work shall be performed in accordance with the Plans and Specifications dated (and as generally described in the "Notice Inviting Bids," attached as Exhibit A) and in accordance with bid prices set forth in CONTRACTOR'S Bid Proposal (attached as Exhibit B) and in accordance with the instructions of the City Engineer, or City's Manager's designee.

2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The contract documents for the aforesaid project, a complete set of which is on file with the Malibu City Clerk's Office, shall consist of the Notice Inviting Bids, Instructions to Bidders, Bid Proposal, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with this Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written agreement, the provisions of this Agreement, and the Standard Specifications, in

that order, shall control. Collectively, these contract documents constitute the complete agreement between CITY and CONTRACTOR and supersede any previous agreements or understandings.

3. COMPENSATION: CONTRACTOR agrees to receive and accept the prices set forth in its Bid Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

4. TIME OF PERFORMANCE: CONTRACTOR agrees to complete the work within 45 consecutive working days from the date of the notice to proceed. By signing this Agreement, CONTRACTOR represents to CITY that the contract time is reasonable for completion of the work and that CONTRACTOR will complete such work within the contract time. In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay CITY as liquidated damages, not as a penalty, the sum of $500 per day for each and every day of unauthorized delay beyond the completion date, which amount shall be deducted from any payments due or to become due the CONTRACTOR.

5. PREVAILING WAGES:

A. Pursuant to Labor Code Section 1720, and as specified in Title 8, California Code of Regulations, Section 16000 et seq., CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

B. In accordance with Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at http://www.dir.ca.gov/DLSR/PWD. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.

C. CITY directs CONTRACTOR's attention to Labor Code Sections 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

D. Labor Code Section 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the

apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

(1) When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or

(2) When the number of apprentices in training in the area exceeds a ratio of one to five, or

(3) When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or

(4) When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

(5) CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

(6) CONTRACTOR and any subcontractor must comply with Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices.

(7) Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations (DIR), ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

E. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.

F. CONTRACTOR and its subcontractors must comply with Labor Code Sections 1725.5 and 1777.1, including the requirement that registration with the DIR be maintained through the term of the Project. The City may, from time to time, request evidence of current registration.

6. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and CONTRACTOR and any subcontractor under it shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

CONTRACTOR shall forfeit, as a penalty to CITY, twenty-five dollars ($25.00) for each laborer, workman or mechanic employed in the execution of the contract, by him or any subcontractor under it, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in violation of the Labor Code.

7. TRAVEL AND SUBSISTENCE PAY: CONTRACTOR agrees to pay travel and subsistence pay to each worker needed to execute the work required by this Agreement as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

8. CONTRACTOR'S LIABILITY: The City of Malibu and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

CONTRACTOR will indemnify Indemnities against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of CONTRACTOR, its agents, employees, subcontractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of CITY. In connection therewith:

a. CONTRACTOR will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.

b. CONTRACTOR will promptly pay any judgment rendered against CONTRACTOR or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of CONTRACTOR hereunder, and CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom.

c. In the event Indemnitees are made a party to any action or proceeding filed or prosecuted against CONTRACTOR for damages or other claims arising out of or in connection with the work, operation or activities hereunder, CONTRACTOR agrees to pay to Indemnitees and any all costs and expenses incurred by Indemnitees in such action or proceeding together with reasonable attorneys' fees.

CONTRACTOR'S obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

So much of the money due to CONTRACTOR under and by virtue of the contract as shall be considered necessary by CITY may be retained by CITY until disposition has been made of such actions or claims for damages as aforesaid.

It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees.

CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the CONTRACTOR regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

9. THIRD PARTY CLAIMS. In accordance with Public Contracts Code Section 9201, CITY will promptly inform CONTRACTOR regarding third-party claims against CONTRACTOR, but in no event later than ten (10) business days after CITY receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of this Agreement. As more specifically detailed in the contract documents, CONTRACTOR agrees to indemnify and defend the City against any third-party claim.

10. WORKERS COMPENSATION: In accordance with California Labor Code Sections 1860 and 3700, CONTRACTOR and each of its subcontractors will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "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."

11. INSURANCE: With respect to performance of work under this contract, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications.

12. ASSIGNMENT: This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

14. INDEPENDENT CONTRACTOR: CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY.

15. TAXES: CONTRACTOR is responsible for paying all retail sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in the contract shall include compensation for any taxes CONTRACTOR is required to pay by laws and regulations in effect at the bid opening date.

16. LICENSES: CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of CONTRACTOR to practice its profession. CONTRACTOR shall maintain a City of Malibu business license, if required under CITY ordinance.

17. RECORDS: CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining

to this Agreement and such other records as may be deemed necessary by CITY or any authorized representative, and will be retained for three years after the expiration of this Agreement. All such records shall be made available for inspection or audit by CITY at any time during regular business hours.

18. SEVERABILITY. If any portion of these contract documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect provided that it does not frustrate the mutual intent of the parties herein.

19. WHOLE AGREEMENT: This Agreement supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this contract shall not be valid or binding. Any modifications of this contract will be effective only if signed by the party to be charged.

20. AUTHORITY: CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. This Agreement may be modified by written amendment. CITY's City Manager may execute any such amendment on CITY's behalf.

21. NOTICES: All notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

CITY OF MALIBU
23825 Stuart Ranch Road
Malibu, CA 90265
Attn: Robert DuBoux, Public Works Director/City Engineer

CONTRACTOR
JTEC Corporation
5776-D Lindero Canyon Road, #156
Westlake Village, CA 93162
Attn: Brian Olshever

22. DISPUTES. Disputes arising from this contract will be determined in accordance with the contract documents and Public Contracts Code Sections 10240-10240.13.

23. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons in the work contemplated by this Agreement because of race, religion, color, medical condition, sex, sexual orientation, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition. A violation of this section exposes CONTRACTOR to the penalties provided for in Labor Code Section 1735.

24. NO THIRD PARTY BENEFICIARY. This Contract and every provision herein is for the exclusive benefit of the Contractor and the City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the Contractor's or the City's obligations under this Contract.

25. TIME IS OF ESSENCE. Time is of the essence for each and every provision of the Contract Documents.

26. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

27. GOVERNING LAW: This Agreement shall be governed by the laws of the State of California, and exclusive venue for any action involving this Contract will be in Los Angeles County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with all the formalities required by law on the respective dates set forth opposite their signatures.

This Agreement is executed on this ____ day of _____, 2022, at Malibu, California, and effective as of _____, 2022.

CITY OF MALIBU:

_____
PAUL GRISANTI, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

_____
JOHN COTTI, Interim City Attorney

CONTRACTOR: JTEC Corporation

_____
Name, Title BRIAN OLSHEVER, President

CONTRACTOR'S State of California License No.

1022774

CONTRACTOR'S Business Phone No.

805-551-1006

CONTRACTOR'S Emergency Phone No. at which contractor can be reached at any time

805-551-1006

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that electronic bids for the City of Malibu, BROAD BEACH ROAD BIOFILTRATION REPAIR PROJECT SPECIFICATION NO. 2091, will be received by email to the City Clerk, at cityclerk@malibucity.org, at or before 3:30 p.m. on Thursday, April 28, 2022, at which time they will be publicly opened and read by the City Clerk (or designated representative). Malibu City Hall is currently closed due to COVID 19 pandemic. However, bidders can access the public bid opening by using www.zoom.us, Meeting ID 812 1410 4416 or https://us02web.zoom.us/j/81214104416.

SCOPE OF WORK

In general, the proposed improvements consist of repairing damage to the biofiltration facilities on Broad Beach Road by the Woolsey fire. The scope of work includes biofiltration unit maintenance, debris clean up, minor hand grading, irrigation, landscape, permeable pavers maintenance all other appurtenant work included and shown in the Contract Documents and Specifications.

The bid shall be submitted and the work shall be performed by a Class "A" State of California licensed contractor in strict conformance with the project specifications for Broad Beach Road Biofiltration Repair Project, Specification No. 2091 now on file in the City's Public Works Department.

An electronic copy of plans and specifications may be obtained by prospective bidders from the Public Works Department through mpublicworks@malibucity.org.

All prospective bidders shall abide by the provisions of the Bid Terms and Conditions listed in the project's specifications.

The City reserves the right to retain all bids for a period of 90 days after the bid opening date for examination and comparison and to delete any portion of the work from the Contract. The City reserves the right to determine and waive nonsubstantial irregularities in any bid, and to reject any or all bids. The bid shall be balanced so that each bid item is priced to carry its share of the cost of the work and also its share of the contractor's overhead and profit. **The City reserves the right to delete any bid item to the extent that the bid is qualified by specific limitation. An unbalanced bid shall be considered as grounds for rejecting the entire bid.** The City shall award the bid to the lowest responsible bidder as the interest of the City may require.

In accordance with the provisions of Division 2, Part 7, Chapter 1 of the California Labor Code, the California Department of Industrial Relations has established the general prevailing rates of per diem wages for each craft, classification and type of work needed to execute contracts for public works and improvements. The per diem wages published at the date the contract is advertised for bids shall be applicable. Future effective wage rates which have been predetermined are on file with the Department of Industrial Relations, are referenced but not printed in said publication. The new wage rates shall become effective on the day following the expiration date and apply to this contract in the same manner as if they had been included or referenced in this contract. The website for California Department of Industrial Relations Prevailing Wage Unit is currently located at www.dir.ca.gov, prevailing wages are located on the website at http://www.dir.ca.gov/dlsr/pwd/index.htm.

The wage rate for any classification not listed by the California Department of Industrial Relations, but which may be required to execute the proposed contract, shall be in accord with specified rates for similar or comparable classifications or for those performing similar or comparable duties, within the agency's determinations.

At the time of submitting the bid the Bidder shall be registered with the California Department of Industrial Relations in accordance with the provisions of Section 1771.1 of the California Labor Code, as amended by Senate Bill 854. No public work contract may be awarded to a non-registered contractor or subcontractor.

Without exception, the bidder is required to state the name and address of each subcontractor who will perform work or labor or render service to the prime contractor and the portion of the work which each will do in their bid as required by Section 2-3, "Subcontracts", of the Standard Specifications and in conformance with Public Contract Code, Sections 4100 to 4113, inclusive.

The City will not consider awarding any contract based upon any bid submitted by any contractor nor consent to subletting any portions of the Contract to any subcontractor located in a foreign country during any period in which such foreign country is listed by the United States Trade Representative as discriminating against U.S. firms in conducting procurements for public works projects.

All bidders are hereby notified that any contract entered into pursuant to this advertisement, Business Enterprises must be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin consideration for an award.

The Contractor may substitute securities for retention monies pursuant to Public Contract Code Section 22300.

Date this 24th day of March 2022

CITY OF MALIBU, CALIFORNIA

Troy Spayd, Assistant Public Works Director/Assistant City Engineer

Published: Malibu Times on April 7 and April 14, 2022

CITY OF MALIBU

PUBLIC WORKS DEPARTMENT

CONSTRUCTION BID COVER PAGE FOR

BROAD BEACH ROAD BIOFILTRATION REPAIR PROJECT

Specification No. 2091 Including 39 Sheets of Plans

Bids to be Received on or before April 28, 2022 at 3:30 P.M.

Completion Time: 45 Consecutive Working Days

Liquidated Damages:

A. Failure to complete work on time: **$500.00 Per Calendar Day** (Sec. 6-9.1)
B. Failure to keep traffic lanes open: **$500.00 Per Hour** (Sec. 6-9.2)

Number of Pages in Construction Bid: 75

CONTRACTOR

Name **JTEC CORPORATION**

Street Address **5776-D Lindero Canyon Road, #156**

City **Westlake Village** State **CA** Zip Code **91362**

Telephone **805-551-1006**

Fax Number _____ (Optional)

Email **jtec1westlake@yahoo.com**

The bid shall be balanced so that each bid item is priced to carry its share of the cost of the work and also its share of the contractor's overhead and profit. The City reserves the right to delete any bid item to the extent that bid is qualified by specific limitation. An unbalanced bid shall be considered as grounds for rejecting the entire bid.

CONTRACTOR SHALL SUBMIT PAGES 16 THROUGH 30 FULLY EXECUTED WITH THIS BID

INSTRUCTIONS FOR SIGNING BID, BONDS AND CONTRACT

Corporations

a) Give name of Corporation.
b) Signatures: President or Vice-president and Secretary or Assistant Secretary.
c) Affix corporate seal and notary's acknowledgment where noted or required.
d) Others may sign for the corporation if the City has been furnished a certified copy of a resolution of the corporate board of directors authorizing them to do so.

Partnerships

a) Signatures: All members of partnership. One may sign if City has a copy of authorization
b) Affix notary's acknowledgment where noted or required.

Joint Ventures

a) Give the names of the joint venturers.
b) Signatures: All joint venturers. One may sign if City has a copy of authorization.
c) Affix notary's acknowledgment where noted or required.

Individuals

a) Signature: The individual.
b) Affix notary's acknowledgment where noted or required.
c) Another may sign for the individual if the City has been furnished a notarized power-of-attorney authorizing the other person to sign.

Fictitious Names

a) Show fictitious names.
b) Satisfy all pertinent requirements show above.

Bonds

a) In addition to all pertinent requirements above, give signature of Attorney-in-fact and apply surety's seal and provide address and telephone number of said surety.

PLEASE ADHERE TO THE APPLICABLE SIGNING INSTRUCTIONS

CONTRACTOR'S BID STATEMENT

City of Malibu
Malibu, California 90265

Pursuant to the foregoing Notice Inviting Bids, the undersigned declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans and Specifications and read the accompanying instructions to bidders, and hereby proposes to furnish all materials and to do all the work required to complete such work in accordance with such Plans and Specifications for the prices set forth in this Bid.

The undersigned has carefully checked all the figures in this Bid and understands that City will not be responsible for any error or omission on the part of the undersigned in preparing this bid nor will City release the undersigned on account of such error or omission.

The undersigned swears or affirms under penalty of perjury that the information regarding the Contractor's License is true and correct.

The undersigned further agrees that in case of default in executing the required Contract within the applicable ten (10) calendar days or thereafter failing to provide the necessary bonds, within ten (10) calendar days after the contract has been fully executed, the proceeds of check or bond accompanying the bid shall become the property of the City of Malibu.

Licensed in accordance with an act providing for the registration of Contractor's License No. 1022774 Class A and B Expiration Date 01/31/2023

Names of Co-Partners or Corporation Officers and Titles:

Brian Olshever, Sole Officer and Owner

Signature of Bidder X Brian Olsh President
Title

Signature of Bidder X Brian Olsh Secretary
Title

Name of Contractor or Firm JTEC CORPORATION

Date of Submittal April 28, 2022

Telephone No. 805-551-1006

Address 5776 Lindero Canyon Road, #156 Westlake Village, CA 91362

Corporation
Doing Business as Individual/Partnership/Corporation

California
State of Incorporation

Federal Tax Identification Number 37-1841379

California Department of Industrial Relations Identification Number PW-LR-1000369912

ALL SIGNATURES MUST BE NOTARIZED
(Attach or Affix Executed Acknowledgement Form, and Corporate Seal if Applicable

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 VENTURA)

On 04/28/2022 before me, KASHIF CHADURY, A NOTARY PUBLIC
(insert name and title of the officer)

personally appeared BRIAN OLSHEVER,
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.

KASHIF CHADURY
Notary Public - California
Ventura County
Commission # 2398921
My Comm. Expires Apr 24, 2026

Signature _____ **(Seal)**

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 VENTURA)

On 04/28/2022 before me, KASHIF CHADURY, A NOTARY PUBLIC
(insert name and title of the officer)

personally appeared BRIAN OLSHEVER,
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.

KASHIF CHADURY
Notary Public - California
Ventura County
Commission # 2398921
My Comm. Expires Apr 24, 2026

Signature _____ **(Seal)**

PROPOSED BID SCHEDULE OF WORK AND PRICES
FOR THE CONSTRUCTION OF
BROAD BEACH ROAD BIOFILTRATION REPAIR PROJECT
SPECIFICATION NO. 2091

Item No.	Payment Reference	Description	Quantity	Unit	Unit Price	Total
1	902-2	Mobilization (not to exceed 8% of total)	1	LS	----	$12,000.00
2	905-11	Traffic Control	1	LS	----	$12,000.00
3	904-3	Local SWPPP	1	LS	----	$ 9,000.00
4	908-5	Biofilter Units 1-3 and 5-7	1	LS	----	$65,000.00
5	908-5	Biofilter Unit 4	1	LS		$20,000.00
6	908-5	Biofilter Unit 8	1	LS		$25,000.00
7	908-5	Biofilter Unit 9	1	LS		$30,000.00
8	909-2	Ecostone Permeable Pavers Refurbishment	5,530	SF	$10.00	$55,300.00
9	910-2	Irrigation	1	LS	----	$20,000.00
10	911-2	Landscape	1	LS	----	$30,000.00
11	912-2	Landscape Maintenance	1	LS	----	$2,500.00
12	906-5	Record of Construction Changes	1	LS	----	$500.00
13	7-6	Release on Contract	1	LS	----	$1.00
					TOTAL	281,301.00

The contractor shall be responsible for calculating and providing totals for the schedule. The bid schedule shall include all costs for service, labor and materials, transportation, supervision, equipment and installation associated with the work complete and in place per these specifications.

TOTAL AMOUNT OF BID IN WORDS: **Two hundred eighty one thousand three hundred and one dollars**

Contractor Submitting Bid: **JTEC CORPORATION**

By: **Brian A. Olshever**

Date: **April 27, 2022**

The following addenda are acknowledged:	Number	Date
(Bidder must fill in number and date of each addendum or may enter the word "None" if appropriate.)	NONE	

I make this Proposal and certify under penalty of perjury that all the statements in this bid that I have signed are true and correct.

Contractor's Name JTEC CORPORATION Date April 27, 2022

Title President Signature x [signature]

Contractor's Name JTEC CORPORATION Date April 27, 2022

Title Secretary Signature x [signature]

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 VENTURA)

On 04/28/2022 before me, KASHIF CHADURY, A NOTARY PUBLIC
(insert name and title of the officer)

personally appeared BRIAN OLSHEVER,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/a~~re~~ subscribed to the within instrument and acknowledged to me that he/s~~he~~/th~~ey~~ executed the same in his/h~~er~~/th~~eir~~ authorized capacity(i~~es~~), and that by his/h~~er~~/th~~eir~~ 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.

KASHIF CHADURY
Notary Public - California
Ventura County
Commission # 2398921
My Comm. Expires Apr 24, 2026

Signature _____ **(Seal)**

BIDDER'S BOND TO ACCOMPANY BID
(in lieu of cash, certified or cashier's check)

KNOW ALL PERSONS BY THESE PRESENTS:

That we, JTEC Corporation, as Principal, and Old Republic Surety Company, as Surety, acknowledge ourselves jointly and severally bound to the City of Malibu, the obligee, for ten (10) percent of the total bid, to be paid to said City if the Bid shall be accepted and the Principal shall fail to execute the Contract tendered by the City within the applicable time specified in the Bid Terms and Conditions, or fails to furnish either the required Faithful Performance or Labor and Material Bonds, or fails to furnish evidence of insurance as required in the Standard Specifications, then this obligation shall become due and payable, and Surety shall pay to obligee, in case suit is brought upon this bond in addition to the bond amount hereof, court costs and a reasonable attorney's fee to be fixed by the court. If the Principal executes the contract and furnishes the required bonds and evidence of insurance as provided in the bid documents, this bond shall be extinguished and released. It is hereby agreed that bid errors shall not constitute a defense to forfeiture.

WITNESS our hands this 14th day of April, 2022

JTEC Corporation
Contractor

By

Title President

By

Title Secretary

Old Republic Surety Company
Surety

By
Andrew Sysyn, Attorney-in-Fact

ACKNOWLEDGMENT

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State of California
County of VENTURA)

On 04/28/2022 before me, KASHIF CHADURY, A NOTARY PUBLIC
(insert name and title of the officer)

personally appeared BRIAN OLSHEVER,
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.

KASHIF CHADURY
Notary Public - California
Ventura County
Commission # 2398921
My Comm. Expires Apr 24, 2026

Signature _____ **(Seal)**

FORM TO ACCOMPANY BID BOND

STATE OF CALIFORNIA)
COUNTY OF Orange) SS.
CITY OF Irvine)

On this 14th day of April, 2022, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Andrew Sysyn proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument; and know to be the Andrew Sysyn subscribed to the within instrument as the Attorney-in-Fact of said Old Republic Surety Company

And the said Andrew Sysyn duly acknowledge to me that he/she subscribed the name of Old Republic Surety Company thereto as Surety and his/her own name as Attorney-in-Fact.

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.

MARIA SYSYN
Notary Public - California
Orange County
Commission # 2311715
My Comm. Expires Nov 7, 2023

Notary Public in and for said County and State aforesaid.

If certified or cashier's check is submitted herewith, state check number _____ and Amount $_____.

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 Orange)

On APR 1 4 2022 before me, Maria Sysyn, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Andrew Sysyn
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.

MARIA SYSYN
Notary Public - California
Orange County
Commission # 2311715
My Comm. Expires Nov 7, 2023

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

WITNESS my hand and official seal.

Signature
Signature of Notary Public

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: Bidder's Bond
Document Date: 4-14-22 Number of Pages: 1
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Andrew Sysyn	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing: Old Republic Surety Company	Signer Is Representing:

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OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Andrew Sysyn of San Juan Capistrano, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 9th day of October 2020.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1681

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 9th day of October, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74 7199

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1681

Signed and sealed at the City of Brookfield, WI this 14th day of April 2022.

Karen J. Haffner
Assistant Secretary

OPOC 22282 (3-06)

STATEMENT OF BIDDER'S QUALIFICATIONS AND REFERENCES

The bidder is required to state the bidder's financial ability and a general description of similar work performed.

Required Qualifications: Bidders must hold a valid State of California Contractor's License "A" at the time the bid is submitted to the City, and must have satisfactorily completed at least three Southern California municipal projects in the last five years of comparable size to the scope of this project.

Number of years engaged in providing the work included within the scope of the specifications under the present business name: **5 years, 4 Months (personally- 35 Years)**

List and describe fully the last three recent contracts performed by your firm which demonstrate your ability to complete the work included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name **Ventura Harbor District**

Contact Individual **Joseph Gonzalez** Phone No. **805-701-4859**

Contract Amount **$ 355,000.00** Year **2022**

Address **Ventura Village Harbor 1575 Spinnaker Drive Ventura, CA 93003**

Description of work done **Block wall, Steel Awning, Concrete Slab, Demolition, Pavers, Landscaping, irrigation, Asphalt Paving, 900 LF of ADA Tube Railing, 5,200 SF of ADA Sidewalk Reconstruction, 15 Wayfinding signs, Pilasters with shells and designs, Slurry Seal, Asphalt Overlay, Sewer Drain, ~~Painting, plastering, Steel Gates, Locks,Catch Basin Drains, traffic control, curbs, gutters~~,**

Reference No. 2

Customer Name **City of Oxnard Housing Authority**

Contact Individual **Armando Perez** Phone No. **805-890-8319**

Contract Amount **$232,000.00** Year **2021**

Address **184 Various Locations 3021 Squires Drive, Oxnard, CA**

Description of work done **Removed Concrete , Graded and replaced approximate 184 ~~Sidewalks and Patio to meet ADA Compliance~~**

Reference No. 3

Customer Name **City of Santa Paula**

Contact Individual **Gregary Barnes** Phone No. **805-625-1144**

Contract Amount **$142,000** Year **2022**

Address **555 Ojai Road , Santa Paula, CA**

Description of work done **Renovation of Historic Landmark Building at Mill Park, Pavers, Fireplace, Blockwalls, Roof, Roof Beams, Painting, Landscaping ~~Stone Veneer, Demolition, Electrical~~**

STATEMENT OF BIDDER'S QUALIFICATIONS AND REFERENCES
(Cont'd)

STATE OF CALIFORNIA, COUNTYOF Ventura

I am the President

of JTEC Corporation

, the bidder herein. I have read the foregoing statement and know the contents thereof; and I certify that the same is true to my knowledge, except as to those matters which are therein stated upon my information or belief, and as to those matters I believe it to be true.

Executed on April 28, 2022 at Westlake Village, California.

(Date) (Place)

I declare, under penalty of perjury, that the foregoing is true and correct.

x Brian Olsen
Signature of Bidder

President
Title

x Brian Olsen
Signature of Bidder

Secretary
Title

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 VENTURA)

On 04/28/2022 before me, KASHIF CHADURY, A NOTARY PUBLIC
(insert name and title of the officer)

personally appeared BRIAN OLSHEVER,
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.

KASHIF CHADURY
Notary Public - California
Ventura County
Commission # 2398921
My Comm. Expires Apr 24, 2026

Signature _____ **(Seal)**

STATEMENT OF BIDDER'S PAST CONTRACT DISQUALIFICATIONS

Pursuant to Section 10162 of the Public Contract Code the bidder shall state whether such bidder, any officer or employee of such bidder who has a proprietary interest in such bidder has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation; and if so, explain the circumstances.

1. Do you have any disqualification, removal, etc., as described in the above paragraph to declare?

   Yes _____ No XXX

2. If Yes, explain the circumstances.

_____

_____

_____

_____

_____

_____

_____

_____

_____

Executed on April 28, 2022 at Westlake Village, California.

I declare, under penalty of perjury, that the foregoing is true and correct.

x _____
Signature(s) of Authorized Bidder

x _____
Signature(s) of Authorized Bidder

President
Title

Secretary
Title

ACKNOWLEDGMENT

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State of California
County of VENTURA)

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(insert name and title of the officer)

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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.

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WITNESS my hand and official seal.

KASHIF CHADURY
Notary Public - California
Ventura County
Commission # 2398921
My Comm. Expires Apr 24, 2026

Signature _____ **(Seal)**

QUESTIONNAIRE REGARDING SUBCONTRACTORS

Bidder shall answer the following questions and submit with the bid.

1. Were bid depository or registry services used in obtaining subcontractor bid figures in order to compute your bid?
   Yes ( ) No (X)

2. If the answer to No. 1 is "yes", please forward a copy of the rules of each bid depository you used with this questionnaire.

3. Did you have any source of subcontractors' bids other than bid depositories?
   Yes (X) No ( )

4. Has any person or group threatened you with subcontractor boycotts, union boycotts or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories?
   Yes ( ) No (X)

5. If the answer to No. 4 is "yes", please explain the following details:
   a) Date:
   b) Name of person or group:
   c) Job involved (if applicable):
   d) Nature of threats:
   e) Additional comments: (Attach additional pages as necessary)

We declare under penalty of perjury that the foregoing is true and correct.

Dated this 28th day of April, 2022.

JTEC CORPORATION
Name of Company

By X

President
Title

By X

Secretary
Title

BIDDER'S STATEMENT OF SUBCONTRACTORS AND MATERIAL FABRICATORS

Without exception, the bidder is required to state the name and address of each subcontractor and the portion of the work which each will do as required by Subsection 1-6.3 of the SSPWC and in conformance with Public Contracts Code, Sections 4100 to 4113, inclusive.

Without limiting the generality of the foregoing, any contractor making a bid or offer to perform the work, shall set forth in the Bid:

(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 prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid; and

(b) The portion of the work which will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion.

(c) Agrees that the list of subcontractors submitted herewith cannot be changed, modified, or substituted without written request and approval of the awarding body.

The undersigned submits herewith a list of subcontractors in conformance with the foregoing:

Name Under Which Subcontractor is Licensed	License No. & Class	Business Address	Specific Description of Subcontract and Portion of the Work to be Done
NONE			

x 4/28/2022
Signature(s) of Bidder Date

x 4/28/2022
Signature(s) of Bidder Date

President
Title

Secretary
Title

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

TO THE CITY OF MALIBU
PUBLIC WORKS DEPARTMENT

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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 to any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, 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 bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

JTEC CORPORATION	**JTEC CORPORATION**
Name of Bidder	Name of Bidder
x	x
Signature of Bidder	Signature of Bidder

5776- D Lindero Canyon Road, #156 Westlake Village, CA 91362

Bidder Address

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 VENTURA)

On 04/28/2022 before me, KASHIF CHADURY, A NOTARY PUBLIC
(insert name and title of the officer)

personally appeared BRIAN OLSHEVER,
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.

KASHIF CHADURY
Notary Public - California
Ventura County
Commission # 2398921
My Comm. Expires Apr 24, 2026

Signature _____ **(Seal)**

EQUAL OPPORTUNITY CERTIFICATE

THE BIDDER'S EXECUTION OF THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATES WHICH ARE A PART OF THIS BID.

The bidder hereby certifies that the bidder and proposed subcontractor(s), if any, have or have not participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

JTEC CORPORATION

Name of Bidding Company

By

Authorized Signature

President

Title (Typed)

April 28, 2022

Date

ACKNOWLEDGMENT

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State of California
County of VENTURA)

On 04/28/2022 before me, KASHIF CHADURY, A NOTARY PUBLIC
(insert name and title of the officer)

personally appeared BRIAN OLSHEVER,
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.

KASHIF CHADURY
Notary Public - California
Ventura County
Commission # 2398921
My Comm. Expires Apr 24, 2026

Signature _____ **(Seal)**

DEBARMENT AND SUSPENSION CERTIFICATION TITLE 49, CODE OF FEDERAL REGULATIONS PART 29

The bidder under penalty of perjury, certifies that except as noted below, the bidder or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder's responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

JTECCOR-01 SJ7544

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/6/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C77485
Spectrum Risk Management & Insurance Services, LLC
74 Discovery
Irvine, CA 92618

CONTACT NAME: Dulce Esquivel
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: dulcee@spectrumrisk.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Mt. Hawley Insurance Co.	37974
INSURER B : Clear Spring Property & Casualty Company	15563
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
JTEC Corporation
5776-D Lindero Canyon Road #156
Westlake Village, CA 91362

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB / X OCCUR			GXS0006452	1/21/2022	1/21/2023	EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CWC00038100	7/6/2021	7/6/2022	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Broadbeach Road Biofiltration Repair Project in City of Malibu

CERTIFICATE HOLDER

City of Malibu
Public Works Department
23825 Staurt Ranch Road
Malibu, CA 90265

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05-06-2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
ABRAHAM RYNGLER INSURANCE SERVICES
315 Arneill Rd Ste 202
Camarillo CA 93010

CONTACT NAME: Rafael Tavira
PHONE (A/C, No, Ext): 661-726-3345 FAX (A/C, No): 661-726-5267
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hiscox Insurance Company Inc	
INSURER B: Infinity Select Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
JTEC Corporation
5776 Lindero Canyon Rd
Ste 156
Westlake Village CA 91362

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR ✓ Prima~ & Non Contributo~ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	A	A	P100.184.183.3	04-01-2022	04-01-2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ✓ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)	B	B	504-61013-0369-001	07-09-2021	07-09-2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

City of Malibu as additional insured regarding GL policy.

Descripion: Broad Beach Road Biofiltration Repair Project in City Of Malibu

CERTIFICATE HOLDER

Public Works Department I
City of Malibu

23825 Stuart Ranch Road
Malibu CA 90265

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Infinity Commercial Auto
11700 Great Oaks Way, Suite 450
Alpharetta, GA 30022
Underwritten by: Infinity Select Insurance Company

Customer Service: (800) 722-3391 Claims Service: (800) 334-1661

ADDITIONAL NAMED INSURED ENDORSEMENT

Icopy To	Policy ID Number	Expiration Date
Jtec Corporation **5776 Lindero Canyon Rd** **Westlake Vig, CA 91362-6428**	**504-61013-0369-001**	01/12/2023 12:01 a.m.
	Named Insured	
	Jtec Corporation	
	This endorsement is attached to and forms a part of the listed policy. No changes will be effective prior to the time changes are requested.	

Additional Insured
City of Malibu

Part A - Liability Coverage, is changed as follows:

The definition of insured is changed to include the additional insured named above. Adding an **insured** will not increase the limit of our liability. The insurance provided by this endorsement will be excess over any other valid and collectible insurance.

All other parts of this Policy remain unchanged.

HISCOX

Hiscox Insurance Company Inc.

Policy Number: P100.184.183.3
Named Insured: JTEC Corporation
Endorsement Number: 6
Endorsement Effective: 04-01-2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) for whom you are performing operations or leasing a premises when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

A person's or organization's status as an additional insured under this endorsement ends when your operations or lease agreement for that additional insured are completed.

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