



SPECIAL MEETING OF THE BOARD OF DIRECTORS

District Office, 18966 Ferretti Road

Groveland, CA 95321

(209) 962-7161 www.gcsd.org

AGENDA

June 17, 2021

9:00 a.m.

LOCATION: TELECONFERENCE - SEE BELOW

IMPORTANT NOTICE REGARDING COVID-19 AND TELECONFERENCED MEETINGS:

Based on the mandates by the Governor's in Executive Order 33-20 and the County Public Health Officer to shelter in place and the guidance from the CDC, to minimize the spread of the coronavirus, please note the following changes to the District's ordinary meeting procedures:

- The District office is open to the public at this time from 9am to 4:30pm Monday through Thursday and 9am to 4pm on Friday (Closed between 12pm-2pm).
- The meeting will be conducted via teleconference using Zoom. (See authorization in the Governor's Executive Order 29-20)
- All members of the public seeking to observe and/or to address the GCSB Board may participate in the meeting telephonically or otherwise electronically in the manner described below.

HOW TO OBSERVE AND PARTICIPATE IN THE MEETING:

Computer, tablet or smartphone: Watch the live streaming of the meeting from a computer by navigating to <https://us02web.zoom.us/j/7688070165> using a computer with internet access that meets Zoom's system requirements

Telephone: Listen to the meeting live by calling Zoom at (253) 215-8782 or (301) 715-8592. Enter the Meeting ID# 279-281-953 followed by the pound (#) key. More phone numbers can be found on Zoom's website at <https://zoom.us/u/abb4GNs5xM> if the line is busy.

Mobile: Log in through the Zoom mobile app on a smartphone and enter Meeting ID# 279-281-953.

HOW TO SUBMIT PUBLIC COMMENTS:

Written/ Read Aloud: Please email your comments to board@gcsd.org, write "Public Comment" in the subject line. In the body of the email, include the agenda item number and title, as well as your comments. If you would like your comment to be read aloud at the meeting (not to exceed three minutes at staff's cadence), prominently write "Read Aloud at Meeting" at the top of the email.

Telephonic / Electronic Comments: During the meeting, the Board President or designee will announce the opportunity to make public comments by voice and in writing, and identify the cut off time for submission of written comments. Comments can be emailed in advance of the Board meeting and up to the time of Board consideration of the item during the meeting. Send email to board@gcsd.org, and write "Public Comment" in the subject line. Once you have joined the Board meeting online using Zoom, public comments can also be submitted using the Chat function while in the Zoom Meeting. In the body of the email or Chat, include the agenda item number and its title, as well as your comments. The Board President will also public comment to be made verbally prior to consideration of each agenda item, and will explain the procedure for making verbal comments during the meeting. Once the public comment period is closed, comments timely received in advance of consideration of the agenda item will be read aloud

prior to Board action on the matter. Comments received after the close of the public comment period will be added to the record after the meeting.

ACCESSIBILITY INFORMATION:

Board Meetings are accessible to people with disabilities and others who need assistance. Individuals who need special assistance or a disability-related modification or accommodation (including auxiliary aids or services) to observe and/or participate in this meeting and access meeting-related materials should contact Rachel Pearlman, Board Secretary, at least 24 hours before a regular meeting at (209) 962-7161 or rpearlman@gcsd.org. Advanced notification will enable the District to swiftly resolve such requests to ensure accessibility.

PUBLIC RECORDS:

Public records that relate to any item on the open session agenda for a meeting are available for public inspection. Those records that are distributed after the agenda posting deadline for the meeting are available for public inspection at the same time they are distributed to all or a majority of the members of the Board. The Board has designated the District's website located at <https://www.gcsd.org> as the place for making those public records available for inspection. The documents may also be obtained by calling the District office.

ALL AGENDA MATERIAL ARE AVAILABLE ON THE DISTRICT WEBSITE AT WWW.GCSD.ORG OR MAY BE INSPECTED IN THE GROVELAND COMMUNITY SERVICES DISTRICT OFFICE AT 18966 FERRETTI ROAD, GROVELAND, CALIFORNIA

Any person who has any questions concerning this agenda may contact the District Secretary. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the District at 209-962-7161. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting. (28FR35.102-35.104 ADA Title 11)



SPECIAL MEETING OF THE BOARD OF DIRECTORS

District Office, 18966 Ferretti Road

Groveland, CA 95321

(209) 962-7161 www.gcsd.org

TELECONFERENCE AGENDA

June 17, 2021

9:00 a.m.

Call to Order

Pledge of Allegiance

Roll Call of Board Members

Janice Kwiatkowski, President

Nancy Mora, Vice President

John Armstrong, Director

Spencer Edwards, Director

Robert Swan, Director

1. Discussion and Action Items

The Board of Directors intends to consider each of the following items and may take action at this meeting. Public comment is allowed on each individual agenda item listed below, and such comment will be considered in advance of each Board action.

- A. Adoption of a Resolution Awarding Contract to Lowest Bidder, Moyle Excavation, Inc. for the Groveland Community Services District Sewer Collection System Improvements Project

2. Adjournment



BOARD MEETING AGENDA SUBMITTAL

TO: GCS D Board of Directors

FROM: Pete Kampa, General Manager

DATE: June 17, 2021

SUBJECT: Agenda Item 1A. Adoption of a Resolution Awarding Contract to Lowest Bidder, Moyle Excavation, Inc. for the Groveland Community Services District Sewer Collection System Improvements Project

RECOMMENDED ACTION:

Staff recommends the following action:

I move to adopt Resolution 19-2021 authorizing the award of the Sewer Collection System Improvements Project Construction Contract to Moyle Excavation for a bid amount of \$3,653,429.00 and to authorize the General Manager to sign Contract Documents and Change Orders on behalf of the District

BACKGROUND:

Please refer to the staff report prepared by the District's engineer which has been included as an attachment.

ATTACHMENTS:

1. Staff report prepared the AM Consulting Engineers, Inc.
2. Resolution 19-2021

FISCAL IMPACT:

As shown in the Engineer's Recommendation, the District has spent \$111,500 on design and bidding services on the construction portion of the project. The total project cost including construction, soft costs and contingencies will fall within the amount provided in the State Water Board Financing Agreement. The total project cost is estimated at \$5,845,568 which is the amount of the state funding available.

STAFF REPORT

AGENDA ITEM: Adoption of Resolution Awarding Contract to Moyle Excavation, Lowest Responsive Bidder for the Sewer Collection System Improvements Project

MEETING DATE: June 17, 2021

PREPARED BY: Alfonso Manrique, District Engineer
AM Consulting Engineers, Inc.

RECOMMENDATION:

Staff is seeking approval from the Board of Directors to authorize the award of the Sewer Collection System Improvements Project Construction Contract to Moyle Excavation for a bid amount of \$3,653,429.00 and to authorize the General Manager to sign Contract Documents on behalf of the District.

BACKGROUND:

Groveland Community Services District (GCS D) performed a closed-circuit television (CCTV) inspection of their sewer collection system from 2016 to 2020. In 2018 a feasibility study was completed that identified numerous segments of sewer main, manholes and pump stations requiring replacement or renovation. The sewer collection feasibility study then transitioned into a funding application to the state in the amount of \$5,845,568. On November 25, 2020, the District received its fully executed state funding contract comprised of \$4,384,176 in grant and \$1,461, 392 in low interest loan.

AM Consulting Engineers prepared plans and specifications for the Sewer Collection System Improvements Project. The Project included the rehabilitation or replacement of approximately 11,500 linear feet of existing sewer main, performing spot repairs as shown on the plans, construction of 19 new sanitary sewer manholes, rehabilitation of 46 existing sanitary sewer manholes and the installation on 1 new flushing branch within the GCS D sewer collection system.

The bid package included both a base bid and bid additive bid items. The award of the Project is based on base bid plus all additive bid items.

DISCUSSION:

A total of four bid were received at the GCS D District office on June 9, 2021. The low bid was submitted by Moyle Excavation in the amount of \$3,653,429.00. The bid results were as listed:

<u>Contractor</u>	<u>Total Bid</u>
Moyle Excavation	\$3,653,429.00
Ranger Pipelines	\$3,773,052.00
RTC Construction	\$5,854,282.00
Sierra Mountain Construction	\$6,322,970.00

FISCAL IMPACT:

Construction costs for the Sewer Collection System Improvements Project will be covered in part by the Clean Water State Revolving Fund (CWSRF) funding grant. The funding agreement states that 75% (\$4,384,176.00) of the funds will be provided via grant and 25% (\$1,461,392.00) via loan. The loan portion will have an interest rate of 1.4% annually for 30 years.

ATTACHMENTS:

1. Bid Tabulation
2. Project Costs if Awarded to Moyle Excavation
3. Expenditures to Date
4. Notice of Award
5. Agreement

**Groveland Community Services District
Sewer Collection System Improvements Project
Bid Opening Date: June 9, 2021**

Bid Tabulation

Item No.	Item Description	Quantity	Units	Bidder							
				Moyle Excavation		Ranger Pipelines		RTC Construction		Sierra Mountain Construction	
				Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
Base Bid											
1	Mobilization/Demobilization	1	LS	\$175,000.00	\$175,000.00	\$80,000.00	\$80,000.00	\$350,000.00	\$350,000.00	\$600,000.00	\$600,000.00
2	Big Oak Flat Sewer Collection System Improvements	1	LS	\$350,481.00	\$350,481.00	\$326,684.00	\$326,684.00	\$473,218.00	\$473,218.00	\$900,000.00	\$900,000.00
3	Groveland Sewer Collection System Improvements	1	LS	\$524,727.00	\$524,727.00	\$408,510.00	\$408,510.00	\$731,759.00	\$731,759.00	\$1,100,000.00	\$1,100,000.00
4	Pine Mountain Lake Sewer Collection System Improvements	1	LS	\$985,652.00	\$985,652.00	\$956,625.00	\$956,625.00	\$1,409,295.00	\$1,409,295.00	\$1,900,000.00	\$1,900,000.00
5	Pavement Restoration	1709	SF	19	\$32,471.00	\$25.00	\$42,725.00	\$45.00	\$76,905.00	\$30.00	\$51,270.00
Total Base Bid Price					\$2,068,331.00		\$1,814,544.00		\$3,041,177.00		\$4,551,270.00
Bid Alternative											
Big Oak Flat Sewer Collection System Improvements											
1	Improvements from MH-3 to MH-4	1	LS	\$10,800.00	\$10,800.00	\$5,400.00	\$5,400.00	\$21,636.00	\$21,636.00	\$17,000.00	\$17,000.00
2	Improvements from MH-34 to MH-35	1	LS	\$33,306.00	\$33,306.00	\$47,250.00	\$47,250.00	\$24,644.00	\$24,644.00	\$35,000.00	\$35,000.00
3	Improvements from MH-40 to MH-41	1	LS	\$11,446.00	\$11,446.00	\$11,968.00	\$11,968.00	\$22,387.00	\$22,387.00	\$21,000.00	\$21,000.00
4	Improvements from MH-45 to MH-122	1	LS	\$15,700.00	\$15,700.00	\$5,400.00	\$5,400.00	\$31,893.00	\$31,893.00	\$16,000.00	\$16,000.00
5	Improvements from MH-123 to MH-124	1	LS	\$26,200.00	\$26,200.00	\$5,400.00	\$5,400.00	\$45,849.00	\$45,849.00	\$15,000.00	\$15,000.00
6	CIPP Rehabilitation from MH-47 to MH-48	1	LS	\$9,246.00	\$9,246.00	\$45,750.00	\$45,750.00	\$13,207.00	\$13,207.00	\$20,000.00	\$20,000.00
7	Improvements from MH-17 to MH-104	1	LS	\$51,324.00	\$51,324.00	\$71,625.00	\$71,625.00	\$99,076.00	\$99,076.00	\$60,000.00	\$60,000.00
8	Improvements from MH-104 to FB-105	1	LS	\$11,420.00	\$11,420.00	\$15,200.00	\$15,200.00	\$28,395.00	\$28,395.00	\$25,000.00	\$25,000.00
9	Improvements from MH-43 to MH-44	1	LS	\$6,000.00	\$6,000.00	\$1,000.00	\$1,000.00	\$12,048.00	\$12,048.00	\$5,000.00	\$5,000.00
10	Pavement Restoration	389	SF	19	\$7,391.00	\$25.00	\$9,725.00	\$44.00	\$17,116.00	\$20.00	\$7,780.00
Pine Mountain Lake Sewer Collection System Improvements											
11	Improvements from MH-4-127 to LS-15	1	LS	\$10,800.00	\$10,800.00	\$5,400.00	\$5,400.00	\$37,583.00	\$37,583.00	\$17,000.00	\$17,000.00
12	Improvements from MH-4-129 to MH-4-127	1	LS	\$107,289.00	\$107,289.00	\$140,000.00	\$140,000.00	\$213,006.00	\$213,006.00	\$90,000.00	\$90,000.00
13	Improvements from MH-4-134 to MH-4-131	1	LS	\$10,800.00	\$10,800.00	\$5,400.00	\$5,400.00	\$18,636.00	\$18,636.00	\$17,000.00	\$17,000.00
14	Improvements from MH-13-PARA to MH-4-139	1	LS	\$10,800.00	\$10,800.00	\$5,400.00	\$5,400.00	\$18,600.00	\$18,600.00	\$17,000.00	\$17,000.00
15	Improvements from MH-13-271 to MH-13-269	1	LS	\$57,603.00	\$57,603.00	\$77,400.00	\$77,400.00	\$52,539.00	\$52,539.00	\$51,000.00	\$51,000.00
16	Improvements from MH-10-235A (Naptos) to MH-13-271	1	LS	\$72,891.00	\$72,891.00	\$97,560.00	\$97,560.00	\$65,682.00	\$65,682.00	\$64,000.00	\$64,000.00
17	Improvements from MH-10-239 (Naptos) to MH-10-238 (Naptos)	1	LS	\$10,800.00	\$10,800.00	\$5,400.00	\$5,400.00	\$18,636.00	\$18,636.00	\$17,000.00	\$17,000.00
18	Improvements from MH-10-27 to MH-10-24	1	LS	\$87,360.00	\$87,360.00	\$114,450.00	\$114,450.00	\$90,880.00	\$90,880.00	\$74,000.00	\$74,000.00
19	Improvements from MH-10-24 to MH-10-20	1	LS	\$10,800.00	\$10,800.00	\$21,150.00	\$21,150.00	\$117,820.00	\$117,820.00	\$15,000.00	\$15,000.00
20	Improvements from MH-10-20 to MH-10-16	1	LS	\$60,060.00	\$60,060.00	\$78,400.00	\$78,400.00	\$62,700.00	\$62,700.00	\$53,000.00	\$53,000.00
21	Improvements from MH-10-13 to MH-10-10	1	LS	\$59,514.00	\$59,514.00	\$77,000.00	\$77,000.00	\$62,348.00	\$62,348.00	\$53,000.00	\$53,000.00
22	Improvements from MH-10-10 to MH-10-8	1	LS	\$42,588.00	\$42,588.00	\$57,050.00	\$57,050.00	\$45,240.00	\$45,240.00	\$39,000.00	\$39,000.00
23	Improvements from MH-10-4 to MH-10-5	1	LS	\$10,800.00	\$10,800.00	\$5,400.00	\$5,400.00	\$12,000.00	\$12,000.00	\$17,000.00	\$17,000.00
24	Improvements from MH-10-69 to MH-10-65	1	LS	\$10,800.00	\$10,800.00	\$5,400.00	\$5,400.00	\$32,153.00	\$32,153.00	\$17,000.00	\$17,000.00
25	Improvements from MH-4-155 to MH-4-153	1	LS	\$10,800.00	\$10,800.00	\$5,400.00	\$5,400.00	\$18,780.00	\$18,780.00	\$17,000.00	\$17,000.00
26	Improvements from MH-4-251 to MH-4-142	1	LS	\$24,024.00	\$24,024.00	\$34,960.00	\$34,960.00	\$39,600.00	\$39,600.00	\$29,000.00	\$29,000.00
27	Improvements from MH-7-154 to MH-7-153	1	LS	\$10,800.00	\$10,800.00	\$5,400.00	\$5,400.00	\$33,860.00	\$33,860.00	\$17,000.00	\$17,000.00
28	Improvements from FB-3-394 to MH-3-392	1	LS	\$10,800.00	\$10,800.00	\$5,400.00	\$5,400.00	\$18,190.00	\$18,190.00	\$17,000.00	\$17,000.00
29	Improvements from FB-3-404 to MH-3-406	1	LS	\$10,800.00	\$10,800.00	\$5,400.00	\$5,400.00	\$22,794.00	\$22,794.00	\$17,000.00	\$17,000.00
30	Improvements from MH-3-406 to MH-3-409	1	LS	\$10,800.00	\$10,800.00	\$5,400.00	\$5,400.00	\$22,794.00	\$22,794.00	\$17,000.00	\$17,000.00
31	Improvements from MH-5-53 to MH-5-54	1	LS	\$25,389.00	\$25,389.00	\$36,480.00	\$36,480.00	\$27,900.00	\$27,900.00	\$28,000.00	\$28,000.00
32	Improvements from MH-5-54 to MH-5-57	1	LS	\$38,220.00	\$38,220.00	\$50,400.00	\$50,400.00	\$40,880.00	\$40,880.00	\$43,000.00	\$43,000.00
33	Improvements from MH-5-57 to MH-1-76	1	LS	\$37,947.00	\$37,947.00	\$50,050.00	\$50,050.00	\$61,160.00	\$61,160.00	\$36,000.00	\$36,000.00
34	Improvements from MH-1-75 to MH-1-76	1	LS	\$26,208.00	\$26,208.00	\$38,000.00	\$38,000.00	\$43,008.00	\$43,008.00	\$26,000.00	\$26,000.00

**Groveland Community Services District
Sewer Collection System Improvements Project
Bid Opening Date: June 9, 2021**

Bid Tabulation

Item No.	Item Description	Quantity	Units	Bidder							
				Moyle Excavation		Ranger Pipelines		RTC Construction		Sierra Mountain Construction	
				Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
35	Improvements from MH-1-324 to MH-1-320	1	LS	\$80,262.00	\$80,262.00	\$105,000.00	\$105,000.00	\$126,420.00	\$126,420.00	\$69,000.00	\$69,000.00
36	Improvements from MH-12-173B to MH-12-175	1	LS	\$112,203.00	\$112,203.00	\$149,450.00	\$149,450.00	\$175,908.00	\$175,908.00	\$95,000.00	\$95,000.00
37	Improvements from MH-12-172 to MH-12-173A	1	LS	\$80,535.00	\$80,535.00	\$104,650.00	\$104,650.00	\$83,485.00	\$83,485.00	\$75,000.00	\$75,000.00
38	Improvements from CCGC-MH 2 to CCGC-MH 3	1	LS	\$21,567.00	\$21,567.00	\$31,160.00	\$31,160.00	\$24,016.00	\$24,016.00	\$29,000.00	\$29,000.00
39	Improvements from CCGC-MH 4 to CCGC-MH 3	1	LS	\$21,294.00	\$21,294.00	\$30,780.00	\$30,780.00	\$35,256.00	\$35,256.00	\$29,000.00	\$29,000.00
40	Improvements from CCGC-MH 3 to CCGC-MH 5	1	LS	\$10,800.00	\$10,800.00	\$5,400.00	\$5,400.00	\$35,960.00	\$35,960.00	\$17,000.00	\$17,000.00
41	Improvements from MH-1-333 to MH-1-331	1	LS	\$21,567.00	\$21,567.00	\$31,540.00	\$31,540.00	\$35,708.00	\$35,708.00	\$22,000.00	\$22,000.00
42	Improvements from MH-1-328 to MH-1-327	1	LS	\$20,748.00	\$20,748.00	\$30,400.00	\$30,400.00	\$34,428.00	\$34,428.00	\$22,000.00	\$22,000.00
43	Improvements from MH-5-190 to MH-5-179	1	LS	\$10,800.00	\$10,800.00	\$9,000.00	\$9,000.00	\$69,700.00	\$69,700.00	\$17,000.00	\$17,000.00
44	Improvements from LS-10 to ELBOW-7-160	1	LS	\$57,237.00	\$57,237.00	\$177,100.00	\$177,100.00	\$257,554.00	\$257,554.00	\$118,000.00	\$118,000.00
45	Improvements from FB-5-49 to MH-5-50	1	LS	\$39,585.00	\$39,585.00	\$55,860.00	\$55,860.00	\$41,180.00	\$41,180.00	\$40,000.00	\$40,000.00
46	Improvements from FB-1-75	1	LS	\$13,500.00	\$13,500.00	\$6,000.00	\$6,000.00	\$46,391.00	\$46,391.00	\$20,000.00	\$20,000.00
47	Improvements from MH-1-76	1	LS	\$13,500.00	\$13,500.00	\$6,000.00	\$6,000.00	\$49,358.00	\$49,358.00	\$20,000.00	\$20,000.00
48	Improvements from MH-1-77	1	LS	\$13,500.00	\$13,500.00	\$6,000.00	\$6,000.00	\$33,761.00	\$33,761.00	\$20,000.00	\$20,000.00
49	Improvements from MH-1-79	1	LS	\$13,500.00	\$13,500.00	\$6,000.00	\$6,000.00	\$33,761.00	\$33,761.00	\$20,000.00	\$20,000.00
50	Improvements from MH-1-80	1	LS	\$13,500.00	\$13,500.00	\$6,000.00	\$6,000.00	\$22,368.00	\$22,368.00	\$20,000.00	\$20,000.00
51	Improvements from MH-1-81	1	LS	\$13,500.00	\$13,500.00	\$6,000.00	\$6,000.00	\$33,761.00	\$33,761.00	\$20,000.00	\$20,000.00
52	Improvements from MH-1-82	1	LS	\$13,500.00	\$13,500.00	\$6,000.00	\$6,000.00	\$22,368.00	\$22,368.00	\$20,000.00	\$20,000.00
53	Improvements from MH-1-83	1	LS	\$13,500.00	\$13,500.00	\$6,000.00	\$6,000.00	\$33,761.00	\$33,761.00	\$20,000.00	\$20,000.00
54	Improvements from MH-1-84	1	LS	\$13,500.00	\$13,500.00	\$6,000.00	\$6,000.00	\$33,761.00	\$33,761.00	\$20,000.00	\$20,000.00
55	Improvements from MH-1-85	1	LS	\$13,500.00	\$13,500.00	\$6,000.00	\$6,000.00	\$33,761.00	\$33,761.00	\$20,000.00	\$20,000.00
56	Improvements from MH-1-86	1	LS	\$13,500.00	\$13,500.00	\$6,000.00	\$6,000.00	\$33,761.00	\$33,761.00	\$20,000.00	\$20,000.00
57	Pavement Restoration	446	SF	19	\$8,474.00	\$25.00	\$11,150.00	\$53.00	\$23,638.00	\$20.00	\$8,920.00
Total Bid Alternative Price							\$1,585,098.00		\$1,958,508.00		\$1,771,700.00
Total Base Bid Plus All Bid Alternative Price							\$3,653,429.00		\$3,773,052.00		\$5,854,282.00

**Groveland Community Services District
Sewer Collection System Improvements Project
Project Costs**

Item No.	Item Description	Quantity	Units	Moyle Excavation	
				Unit Price	Item Total
Base Bid					
1	Mobilization/Demobilization	1	LS	\$175,000.00	\$175,000.00
2	Big Oak Flat Sewer Collection System Improvements	1	LS	\$350,481.00	\$350,481.00
3	Groveland Sewer Collection System Improvements	1	LS	\$524,727.00	\$524,727.00
4	Pine Mountain Lake Sewer Collection System Improvements	1	LS	\$985,652.00	\$985,652.00
5	Pavement Restoration	1709	SF	19	\$32,471.00
Total Base Bid Price					\$2,068,331.00
Bid Alternative					
Big Oak Flat Sewer Collection System Improvements					
1	Improvements from MH-3 to MH-4	1	LS	\$10,800.00	\$10,800.00
2	Improvements from MH-34 to MH-35	1	LS	\$33,306.00	\$33,306.00
3	Improvements from MH-40 to MH-41	1	LS	\$11,446.00	\$11,446.00
4	Improvements from MH-45 to MH-122	1	LS	\$15,700.00	\$15,700.00
5	Improvements from MH-123 to MH-124	1	LS	\$26,200.00	\$26,200.00
6	CIPP Rehabilitation from MH-47 to MH-48	1	LS	\$9,246.00	\$9,246.00
7	Improvements from MH-17 to MH-104	1	LS	\$51,324.00	\$51,324.00
8	Improvements from MH-104 to FB-105	1	LS	\$11,420.00	\$11,420.00
9	Improvements from MH-43 to MH-44	1	LS	\$6,000.00	\$6,000.00
10	Pavement Restoration	389	SF	19	\$7,391.00
Pine Mountain Lake Sewer Collection System Improvements					
11	Improvements from MH-4-127 to LS-15	1	LS	\$10,800.00	\$10,800.00
12	Improvements from MH-4-129 to MH-4-127	1	LS	\$107,289.00	\$107,289.00
13	Improvements from MH-4-134 to MH-4-131	1	LS	\$10,800.00	\$10,800.00
14	Improvements from MH-13-PARA to MH-4-139	1	LS	\$10,800.00	\$10,800.00
15	Improvements from MH-13-271 to MH-13-269	1	LS	\$57,603.00	\$57,603.00
16	Improvements from MH-10-235A (Naptos) to MH-13-271	1	LS	\$72,891.00	\$72,891.00
17	Improvements from MH-10-239 (Naptos) to MH-10-238 (Naptos)	1	LS	\$10,800.00	\$10,800.00
18	Improvements from MH-10-27 to MH-10-24	1	LS	\$87,360.00	\$87,360.00

**Groveland Community Services District
Sewer Collection System Improvements Project
Project Costs**

Item No.	Item Description	Quantity	Units	Moyle Excavation	
				Unit Price	Item Total
19	Improvements from MH-10-24 to MH-10-20	1	LS	\$10,800.00	\$10,800.00
20	Improvements from MH-10-20 to MH-10-16	1	LS	\$60,060.00	\$60,060.00
21	Improvements from MH-10-13 to MH-10-10	1	LS	\$59,514.00	\$59,514.00
22	Improvements from MH-10-10 to MH-10-8	1	LS	\$42,588.00	\$42,588.00
23	Improvements from MH-10-4 to MH-10-5	1	LS	\$10,800.00	\$10,800.00
24	Improvements from MH-10-69 to MH-10-65	1	LS	\$10,800.00	\$10,800.00
25	Improvements from MH-4-155 to MH-4-153	1	LS	\$10,800.00	\$10,800.00
26	Improvements from MH-4-251 to MH-4-142	1	LS	\$24,024.00	\$24,024.00
27	Improvements from MH-7-154 to MH-7-153	1	LS	\$10,800.00	\$10,800.00
28	Improvements from FB-3-394 to MH-3-392	1	LS	\$10,800.00	\$10,800.00
29	Improvements from FB-3-404 to MH-3-406	1	LS	\$10,800.00	\$10,800.00
30	Improvements from MH-3-406 to MH-3-409	1	LS	\$10,800.00	\$10,800.00
31	Improvements from MH-5-53 to MH-5-54	1	LS	\$25,389.00	\$25,389.00
32	Improvements from MH-5-54 to MH-5-57	1	LS	\$38,220.00	\$38,220.00
33	Improvements from MH-5-57 to MH-1-76	1	LS	\$37,947.00	\$37,947.00
34	Improvements from MH-1-75 to MH-1-76	1	LS	\$26,208.00	\$26,208.00
35	Improvements from MH-1-324 to MH-1-320	1	LS	\$80,262.00	\$80,262.00
36	Improvements from MH-12-173B to MH-12-175	1	LS	\$112,203.00	\$112,203.00
37	Improvements from MH-12-172 to MH-12-173A	1	LS	\$80,535.00	\$80,535.00
38	Improvements from CCGC-MH 2 to CCGC-MH 3	1	LS	\$21,567.00	\$21,567.00
39	Improvements from CCGC-MH 4 to CCGC-MH 3	1	LS	\$21,294.00	\$21,294.00
40	Improvements from CCGC-MH 3 to CCGC-MH 5	1	LS	\$10,800.00	\$10,800.00
41	Improvements from MH-1-333 to MH-1-331	1	LS	\$21,567.00	\$21,567.00
42	Improvements from MH-1-328 to MH-1-327	1	LS	\$20,748.00	\$20,748.00
43	Improvements from MH-5-190 to MH-5-179	1	LS	\$10,800.00	\$10,800.00
44	Improvements from LS-10 to ELBOW-7-160	1	LS	\$57,237.00	\$57,237.00
45	Improvements from FB-5-49 to MH-5-50	1	LS	\$39,585.00	\$39,585.00
46	Improvements from FB-1-75	1	LS	\$13,500.00	\$13,500.00

**Groveland Community Services District
Sewer Collection System Improvements Project
Project Costs**

Item No.	Item Description	Quantity	Units	Moyle Excavation		
				Unit Price	Item Total	
47	Improvements from MH-1-76	1	LS	\$13,500.00	\$13,500.00	
48	Improvements from MH-1-77	1	LS	\$13,500.00	\$13,500.00	
49	Improvements from MH-1-79	1	LS	\$13,500.00	\$13,500.00	
50	Improvements from MH-1-80	1	LS	\$13,500.00	\$13,500.00	
51	Improvements from MH-1-81	1	LS	\$13,500.00	\$13,500.00	
52	Improvements from MH-1-82	1	LS	\$13,500.00	\$13,500.00	
53	Improvements from MH-1-83	1	LS	\$13,500.00	\$13,500.00	
54	Improvements from MH-1-84	1	LS	\$13,500.00	\$13,500.00	
55	Improvements from MH-1-85	1	LS	\$13,500.00	\$13,500.00	
56	Improvements from MH-1-86	1	LS	\$13,500.00	\$13,500.00	
57	Pavement Restoration	446	SF	19	\$8,474.00	
Total Bid Alternative Price						\$1,585,098.00
Total Base Bid Plus All Bid Alternative Price						\$3,653,429.00
Contingency						\$1,217,877.00
Engineering, Construction Management, Inspection, Administration						\$974,262.00
Total Project Cost With Bid Additive						\$5,845,568.00

**Groveland Community Services District
Sewer Collection System Improvements Project
Project Expenditures to Date**

Description	Total Agreement/Grant Amount	Total Spent to Date	Total Funding Remaining
Planning Phase			
CWSRF Planning Grant	\$399,000.00	\$399,000.00	\$0.00
Construction Phase			
CWSRF Construction	\$4,871,306.00	\$0.00	\$4,871,306.00
CWSRF Soft Costs	\$974,262.00	\$111,500.00	\$862,762.00
Total Expenditures Remaining			\$5,734,068.00

**SECTION 005100
NOTICE OF AWARD**

Date: June 17, 2021

Project: GROVELAND COMMUNITY SERVICES DISTRICT SEWER COLLECTION SYSTEM IMPROVEMENTS

Owner: GCSD	Owner's Contract No.:
Contract: GROVELAND COMMUNITY SERVICES DISTRICT SEWER COLLECTION SYSTEM IMPROVEMENTS	Engineer's Project No.:

Bidder: Moyle Excavation

Bidder's Address: 10065 B Pulpit Rock Road, Jamestown, CA, 95327

You are notified that your Bid dated June 9, 2021, for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Groveland Community Services District Sewer Collection System Improvements.

The Contract Price of your Contract is three million six hundred fifty-three thousand four hundred twenty-nine Dollars (\$3,653,429.00)

One copy of the proposed Contract Documents (except Drawings) accompanies this Notice of Award.

Sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Owner three (3) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security Bonds as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent: None

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner

By: _____

Authorized Signature

Title

Copy to Engineer

END OF SECTION

SECTION 005200
AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between Groveland Community Services District (GCSD) ("Owner") and Moyle Excavation ("Contractor"). Owner and contractor hereby agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

1. BID BASE:
 - a. Big Oak Flat
 - b. Groveland.
 - c. Pine Mountain Lake.
2. BID ALTERNATIVE:
 - a. Big Oak Flat.
 - b. Pine Mountain Lake.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: GROVELAND COMMUNITY SERVICES DISTRICT SEWER COLLECTION SYSTEM IMPROVEMENTS.

ARTICLE 3 - ENGINEER

3.01 The Engineer for this Project is AM CONSULTING ENGINEERS, INC. (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed three hundred thirty-five (335) calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 365 days after the date when the Contract Times commence to run, 30 days after substantial completion has been achieved.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,000 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is

substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$250 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0.1 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Technical Specifications.
 - 7. Drawings
 - 8. Addenda (numbers 1 to 1 , inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.

- b. Documentation submitted by Contractor prior to Notice of Award.
- 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *American Iron and Steel*

- A. The Contractor acknowledges to and for the benefit of the District ("Purchaser") and the State of California (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel," that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on June 17, 2021 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agent for service of process:

RESOLUTION 19-2021

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND
COMMUNITY SERVICES DISTRICT AUTHORIZING THE AWARD OF THE SEWER
COLLECTION SYSTEM
IMPROVEMENTS PROJECT TO MOYLE EXCAVATION FOR A BID AMOUNT OF
\$3,653,429.00 AND TO AUTHORIZE THE GENERAL MANAGER TO SIGN AN
AGREEMENT ON BEHALF OF THE DISTRICT**

WHEREAS, the Groveland Community Services District (herein referred to as District) is a local government agency formed and operating in accordance with Section §61000 et seq. of the California Government Code; and

WHEREAS, the District performed a closed-circuit television (CCTV) inspection of their sewer collection system from 2016 to 2020; and

WHEREAS, in 2018 a feasibility study was completed that identified numerous segments of sewer main, manholes and pump stations requiring replacement or renovation; and

WHEREAS, the sewer collection feasibility study then transitioned into a funding application to the state in the amount of \$5,845,568; and

WHEREAS, on November 25, 2020, the District received its fully executed state funding contract comprised of \$4,384,176 in grant and \$1,461,392 in low interest loan; and

WHEREAS, AM Consulting Engineers prepared plans and specifications for the Sewer Collection System Improvements Project; and

WHEREAS, the Project included the rehabilitation or replacement of approximately 11,500 linear feet of existing sewer main, performing spot repairs as shown on the plans, construction of 19 new sanitary sewer manholes, rehabilitation of 46 existing sanitary sewer manholes and the installation on 1 new flushing branch within the GCSD sewer collection system; and

WHEREAS, the project was advertised for public bid on May 6, 2021; and

WHEREAS, a mandatory pre-bid meeting was held on May 19, 2021 where eight (8) contractors attended; and

WHEREAS, the four bids received were publicly opened and read on June 9, 2021; and

WHEREAS, the District Engineer has reviewed the bids received and have determined that Moyle Excavation, Inc. has delivered the lowest responsive bid; a bid summary is attached hereto as Exhibit A; and

WHEREAS, the District has the authority to reject any and all bids, or to award the contract to the lowest responsive bidder; and

WHEREAS, the Moyle Excavation, Inc. bid June 9, 2021 is included herein for reference and are to be included in the contract documents as detailed in the project specifications.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES HEREBY approve as follows:

1. The General Manager is authorized to Issue Notice of Award to lowest bidder Moyle Excavation, Inc.
2. The General Manager is authorized to execute the construction contract with low bidder Moyle Excavation, Inc. in the amount of \$ \$3,653,429 after Contractor's Performance and Payment Bonds are received.
3. The General Manager is authorized to negotiate Construction Change Orders (CCO) in an amount not to exceed a 15% increase in the original bid and contract amount.
4. The General Manager is authorized to negotiate deductive (cost) change orders that result in a comparable work product.
5. The General Manager is authorized to negotiate a construction start date and issue the Notice to Proceed to the Contractor in accordance with the Project Plans and Specifications.
6. The General Manager is authorized to approve and process Contractor progress payments within the cost limitations stated herein, in accordance with the Project Plans and Specifications.
7. The General Manager is authorized to file the Project Notice of Completion in accordance with the Plans and Specifications upon the recommendation of the District Engineer.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on June 17, 2021, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

Rachel Pearlman, Secretary

Janice Kwiatkowski, President - Board of Directors

CERTIFICATE OF SECRETARY

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Special Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on June 17, 2021.

DATED: _____