



BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Peter Kampa, General Manager

DATE: September 14, 2021

SUBJECT: Agenda Item 6E: Adoption of a Resolution Authorizing the Award of the Phase One WWTP Improvements Project to Moyle Excavation for a Bid Amount of \$446,640.00 and to Authorize the General Manager to Sign an Agreement on Behalf of the District

RECOMMENDED ACTION:

Staff is seeking approval from the Board of Directors to authorize the award of the Phase 1 WWTP Improvements Project Construction Contract to Moyle Excavation for a bid amount of \$446,640.00 and to authorize the General Manager to sign Contract Documents on behalf of the District.

BACKGROUND:

The Groveland CSD Wastewater Treatment Plant (WWTP) needs improvements to their existing sludge drying beds and district office roads.

When the facility was constructed in the late 1900's, proper drainage facilities were not installed to handle the runoff stormwater from the surrounding tributary area. For this reason, the facility experiences excessive puddling in front of the WWTP's sludge drying beds. In some occurrences, the runoff enters into the sludge drying beds, restrict the WWTP's ability to properly dry their sludge.

The Groveland CSD district office roads have not been repaired since the facility was constructed. As of today, the roadways do not have uniform gravel covering or sufficient grading to direct runoff stormwater to the existing drainage infrastructure. Furthermore, the existing drainage infrastructure (culverts, channels, etc.) have reached the end of their useful life and are in need of replacement.

AM Consulting Engineers prepared plans and specifications for the Phase 1 WWTP Improvements Project. The Project consists mainly of demolition of existing drainage infrastructure, earthwork/grading, concrete construction, gravel roadway resurfacing and installation of new drainage facilities.

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 two bids were received at the GCSD District office on September 9, 2021. The low bid was submitted by Moyle Excavation in the amount of \$446,640.00. The bid results were as listed:

<u>Contractor</u>	<u>Total Bid</u>
Moyle Excavation	\$446,640.00
Sierra Mountain Construction	\$548,700.00

FISCAL IMPACT:

Construction costs for the Phase 1 WWTP Improvements Project will be covered in full by the Groveland CSD. Costs for these improvements were included in the adopted fiscal year 2021/2022 final budget.

ATTACHMENTS:

1. Resolution 31-2021
2. Bid Tabulation
3. Project Costs if Awarded to Moyle Excavation
4. Notice of Award
5. Agreement

RESOLUTION 31-2021

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT AUTHORIZING THE AWARD OF THE PHASE ONE WWTP IMPROVEMENTS PROJECT TO MOYLE EXCAVATION FOR A BID AMOUNT OF \$446,640.00 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 has the authority to construct, operate and maintain the Wastewater Treatment Facility; and

WHEREAS, the District needs to complete improvements to the Wastewater Treatment Facility; and

WHEREAS, the proposed improvements were included in the adopted fiscal year 2021/2022 final budget; and

WHEREAS, AM Consulting Engineers prepared plans and specifications for the Phase 1 WWTP Improvements Project; and

WHEREAS, the Project was advertised on August 21, 2021 in the Union Democrat; and

WHEREAS, a mandatory pre-bid meeting was held on August 25, 2021 where three (3) contractors attended; and

WHEREAS, the bids received were publicly opened and read on September 9, 2021; 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, Moyle Excavation, Inc. bid dated September 9, 2021 is included herein for reference and we 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 the lowest bidder Moyle Excavation, Inc.
2. The General Manager is authorized to execute the construction contract to the lowest bidder Moyle Excavation, Inc. in the amount of \$446,640.00 after the 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 order 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 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.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on September 14, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT

:

ATTEST:

Rachel Pearlman, Board 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 Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on September 14, 2021.

DATED: _____

Bid Summary
Groveland Community Services District
Phase 1 WWTP Improvements Project

Bid Opening Date: September 10, 2021

Estimated Award Date: September 14, 2021

Engineer's Estimate

Moyle Paving Inc.

Sierra Mountain Construction Inc.

Base Bid									
Bid Item No.	Bid Item	Quantity	Unit	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
1	Mobilization, Demobilization, Bonds and Insurance	1	LS	\$50,000.00	\$50,000.00	\$33,000.00	\$33,000.00	\$75,000.00	\$75,000.00
2	District Office Roads Improvements	1	LS	\$80,000.00	\$80,000.00	\$42,138.00	\$42,138.00	\$100,000.00	\$100,000.00
3	Sludge Drying Bed Improvements	1	LS	\$200,000.00	\$200,000.00	\$257,652.00	\$257,652.00	\$245,000.00	\$245,000.00
Total Base Bid				\$330,000.00		\$332,790.00		\$420,000.00	
Bid Addition No. 1									
1	District Office Roads Roadway Work	99,000	SF	\$1.50	\$148,500.00	\$1.15	\$113,850.00	\$1.30	\$128,700.00
Total Bid Addition No. 1				\$148,500.00		\$113,850.00		\$128,700.00	
Total (Base Bid + Bid Addition No. 1)				\$478,500.00		\$446,640.00		\$548,700.00	

**Groveland Community Services District
Phase 1 WWTP Improvements Project
Project Costs**

Moyle Paving Inc.

Base Bid					
Bid Item No.	Bid Item	Quantity	Unit	Unit Price	Cost
1	Mobilization, Demobilization, Bonds and Insurance	1	LS	\$33,000.00	\$33,000.00
2	District Office Roads Improvements	1	LS	\$42,138.00	\$42,138.00
3	Sludge Drying Bed Improvements	1	LS	\$257,652.000	\$257,652.00
Total Base Bid				\$332,790.00	
Bid Addition No. 1					
1	District Office Roads Roadway Work	99,000	SF	\$1.15	\$113,850.00
Total Bid Addition No. 1				\$113,850.00	
Total (Base Bid + Bid Addition No. 1)				\$446,640.00	

**SECTION 005100
NOTICE OF AWARD**

Date: September 14, 2021

Project: PHASE 1 WWTP IMPROVEMENTS	
Owner: GCSD	Owner's Contract No.:
Contract: PHASE 1 WWTP IMPROVEMENTS	Engineer's Project No.:
Bidder: Moyle Excavation Inc.	
Bidder's Address: 10065 B Pulpit Rock Road, Jamestown, CA, 95327	

You are notified that your Bid dated September 9, 2021, for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Phase 1 WWTP Improvements Project.

The Contract Price of your Contract is four hundred forty-six thousand six hundred forty dollars (\$446,640.00).

One copy of the proposed Contract Documents (except Drawings) accompany 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. District Office Roads Improvements
 2. Sludge Drying Bed Drainage Improvements
- 1.02 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Phase 1 WWTP Improvements.

ARTICLE 2 - ENGINEER

- 2.01 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 3 - CONTRACT TIMES

- 3.01 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 within Eighty (80) working 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 110 working days after the date when the Contract Times commence to run.
- 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.

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 September 14, 2021 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

By: _____
Title: _____

By: _____
Title: _____

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

Attest: _____
Title: _____
Address for giving notices:

Attest: _____
Title: _____
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:

Exhibit A – Contractor’s Bid

**SECTION 004100
BID FORM**

Project Identification: PHASE 1 WWTP IMPROVEMENTS

ARTICLE 1 - BID RECIPIENT

- 1.01 This Bid Is Submitted To: **GROVELAND COMMUNITY SERVICES DISTRICT (GCSD)**
- 1.02 Seal the bid in an envelope addressed to the Owner and marked:
BID FOR PHASE 1 WWTP IMPROVEMENTS.
- 1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>9/3/21</u>
_____	_____

- B. Bidder 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. Bidder 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. Bidder 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 in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazard Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding 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 Bidder, including applying the specific means, methods,

techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Bidder will submit written evidence of its authority to do business in the State or other jurisdiction where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on the behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 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;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid 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.

Part 2 - MODIFICATIONS ARE BEING MADE TO THE CONTRACT DOCUMENTS. THE MODIFICATIONS ARE AS FOLLOWS:

2.01 The first paragraph within Section 001000 Advertisement for Bids, shall be revised as follows:

NOTICE IS HEREBY GIVEN that the GCSD invites and will receive sealed proposals (bids) up to the hour of 2:00 pm on the ~~8th~~ 9th day of September 2021, for the furnishing of all transportation, labor, materials, tools, equipment, services, permits, utilities, and other items necessary to construct said work. At said time, said proposals will be publicly opened and read aloud at:

2.02 Section 00200 – Instruction to Bidders, Article 17 – Opening of Bids, Paragraph 17.02 shall be revised as follows:

17.02 Sealed proposals can be mailed or delivered to the GCSD District Office at 18966 Ferretti Rd, Groveland, CA 95321, until ~~September 8, 2021~~ September 9, 2021, at 2:00 p.m.

2.03 Section 004100 – Bid Form, Article 5 – Basis of Bid, Paragraph 5.01 shall be deleted and replaced with the following:

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Item Description	Estimated Quantity	Units	Unit Price	Item Total
Base Bid Items					
1	Mobilization, Demobilization, Bonds and Insurance	1	LS	33000	33,000
2	District Office Roads Improvements	1	LS	42138	42138
3	Sludge Drying Bed Drainage Improvements	1	LS	257652	257652
Total Bid Price					332790
Bid Additive Items					
1	District Office Roads Roadway Work	99,000	SF	1.15	113850
Total Bid Additive Price					113850

Total Base Bid Price Three hundred + forty two thousand seven ninety (\$332790.90)
(use words)

Total Bid Alternative Price One hundred thirteen thousand eight fifty (\$113850.90)
(use words)

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Item Description	Estimated Quantity	Units	Unit Price	Item Total
1	Mobilization, Demobilization, Bonds and Insurance	1	LS		
2	District Office Roads Improvements	1	LS		
3	Sludge Drying Bed Drainage Improvements	1	LS		
Total Bid Price					

Total Bid Price _____ (\$ _____)
(use words)

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before the dates or within the number of days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damage.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of the Bid:

- A. Required Bid security in the form of a Bid Bond or Certified Check (circle type of security provided);
- B. List of Proposed Subcontractors;
- C. List of Project References;
- D. Evidence of authority to do business in the state or jurisdiction of the Project; or a written covenant to obtain such license within the time frame for acceptance of Bids;
- E. Contractor's License Number;
- F. Required Bidder Qualification Statement with Supporting Data; and

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with the initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____

(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Moyle Excavation Inc.

State or Jurisdiction of Incorporation: California

Type (General Business, Profession, Service, Limited Liability): S Corporation

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): Lee Moyle

Title: President

Attest _____

(Signature of Corporate Secretary)

Date of Qualification to do business in CA [State or other jurisdiction where Project is located] is 11/22/1996

A Joint Venture

Name of Joint Venture: _____

First Joint Venture Name: _____

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venture Name: _____

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is party to the venture should be in the manner indicated above.)

Bidder's Business address: PO Box 498, Jamestown CA
95327

Business Phone No. (209) 984-4268

Business FAX No. (209) 984-1615

Business E-Mail Address admin@moyleexcavation.com

State Contractor License No. 924722. (If applicable)

Employer's Tax ID No. 77-0443315

Phone and FAX Numbers, and Address for receipt of official communications, if different from Business contact information:

9.02 Bid submitted on 9/8/21, 2021.

END OF SECTION

**SECTION 004700
CONTRACTORS CERTIFICATION REGARDING
WORKERS' COMPENSATION INSURANCE**

State of California

County of Tuolumne

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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.

Name of Bidder: Maple Excavation Inc
Signature: [Handwritten Signature]
Name: Les Maple
Title: President
Date: 9-2-21

END OF SECTION

**SECTION 004800
LIST OF SUBCONTRACTORS**

Note: In accordance with Agency requirements (SC-6.06.H.), the Contractor shall not award work valued at more than fifty percent (50%) of the Contract Price to Subcontractor(s) without prior written approval of the Owner.

Work to be Performed	Percent of Total Contract	Subcontractor's Name and Location of Place of Business
1. concrete	25%	Rivera contraction Sonora
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

(Add additional sheets if necessary)

BIDDER: Moyle Excavation Inc.

Signature: 

Date: 9-7-21

END OF SECTION



MOYLE EXCAVATION & PAVING

P O BOX 498

JAMESTOWN CA 95327

209-984-4268/209-984-1615

REFERENCES

JOB NAME	CONTACT	PHONE#	EMAIL ADDRESS
TUOLUMNE UTILITIES DISTRICT-VARIOUS	JENNIFER BATT	209-532-5536	JBatt@tudwater.com
CALIFORNIA GOLD - VARIOUS	MARK PATTERSON	209-533-3333	mark@calgold.us
TUOLUMNE TRIBAL COUNCIL/TEDA	KIP WIVELL/DOUG ROBERSON	209-928-1342	kwivell@tedainc.com ; droberson@tedainc.com
EVERGREEN LODGE/RUSH CREEK LODGE	LEE ZIMMERMAN	209-609-2222	leez@evergreenlodge.com
DIESTEL TURKEY RANCH	JASON DIESTEL	209-984-0826 EXT215	jasond@diestelturkey.com
IRVING J SYMONS FOUNDATION	BOB OZBIRN	209-533-0233	b.ozbirn@surveyingengineering.com
GCSD	PETER KAMPA	209-962-7161EXT1024	pkampa@gcsd.org

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

KNOWN ALL BY THESE PRESENTS, That we, Moyle Excavation, Inc., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto Groveland Community Services District, as Obligee, in the sum of Five Percent of the Total Amount of the Bid (5%) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Improvements to WWTP District roads & sludge drying bed drainage. ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 2nd day of Septemeber, 2021.

Moyle Excavation, Inc.

(Principal)

By: 

Joshua Moyle, Vice President

Travelers Casualty and Surety Company of America

By: 

Lauren Marie Caldera, Attorney-in-Fact



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

POWER OF ATTORNEY

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

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



State of Connecticut

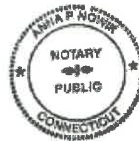
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

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

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

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




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 2nd day of September 2021




Kevin E. Hughes, Assistant Secretary

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

SECTION 004200
NONCOLLUSION AFFIDAVIT

Josh Mugh, being first duly sworn, deposes and says that he/she is vica president of Mugh Construction the party making the foregoing bid, 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 or 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.

Bidder

State of California)
County of _____) ss.

On this _____ day of _____ 2021, before me personally came _____ to me known, or proven to be on the basis of satisfactory evidence, who being duly sworn, did depose and say: that _____ is an authorized representative of the _____ and acknowledged to me that _____ executed the within instrument on behalf of said Bidder.

In witness whereof, I have signed and affixed my official seal on the date first above written.

Notary Public

END OF SECTION

CALIFORNIA JURAT

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 Tuolumne)

Subscribed and sworn to (or affirmed) before me on this 2nd day
of September, 2021, by Lauren M. Caldera, Notary Public

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



(Seal)

Signature Lauren M Caldera

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

This certificate is attached to a document titled/for the purpose of

Section 004200 Non Collusion Affidavit - Moyle Excavation, Inc.

containing 1 pages, and dated Sept. 2, 2021.

Additional Information

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:

form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # 47 Entry # 7

Notary contact: (209) 532-5102

Other

Affiant(s) Thumbprint(s) Describe: _____



State of California
Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

JAN 26 2008

Debra Bowen

DEBRA BOWEN
Secretary of State

ARTICLES OF INCORPORATION
OF
MOYLE EXCAVATION, INC.

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

JAN 23 2008

I.

The name of this corporation is: MOYLE EXCAVATION, INC.

II.

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III.

The name and address in the State of California of this corporation's initial agent for service of process is:

Lee Moyle
10065 Pulpit Rock Road
Jamestown, California 95327

IV.

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is Ten Thousand (10,000).

V.

All of this corporation's shares of all classes shall be held of record by not more than thirty-five (35) persons. This corporation is a close corporation.

VI.

The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

Any repeal or modification of the provisions of this Article VI shall not adversely affect any rights or protections to which the corporation's directors were entitled prior to such repeal or modification.

VII.

This corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) for breach of duty to this corporation and its stockholders through bylaw provisions or through agreements with the agents, or both, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject to the limits on such excess indemnification set forth in Section 204 of the California Corporations Code.

Any repeal or modification of this Article VII shall not adversely affect any rights or protections to which the corporation's agents were entitled prior to such repeal or modification.

Dated: 1-22-08



LEE E. MOYLE
Incorporator

