



BOARD MEETING AGENDA SUBMITTAL

TO: GCS D Board of Directors

FROM: Peter Kampa, General Manager

DATE: April 12, 2022

SUBJECT: Agenda Item 6B: Adoption of a Resolution Authorizing the Award of the Wastewater Treatment Plant Pond No. 1 Liner Replacement Project to Moyle Excavation and to Authorize the General Manager to Sign an Agreement on Behalf of the District

RECOMMENDED ACTION:

I move to approve resolution 13-2022 authorizing the award of the WWTP Pond No. 1 Liner Replacement Project Construction Contract to Moyle Excavation for a bid amount of \$354,146.00 and to authorize the General Manager to sign Contract Documents on behalf of the District.

BACKGROUND:

Reservoir One at the Groveland CSD Wastewater Treatment Plant (WWTP) is in needs repair. Reservoir One was constructed concurrently with the WWTP in the late 1900's. Reservoir One is utilized as a holding basin for raw wastewater during peak flow conditions.

Reservoir One is covered with a thin geomembrane lining system that is used to protect the surrounding environment from contamination by the raw wastewater. The geomembrane liner has failed and is in need of replacement. The existing geomembrane liner is believed to have failed due to old age, as well as from wildlife entering the pond. Reservoir One also receives excessive inflow from runoff from the surrounding environment during extended storm events. The bottom of the reservoir has eroded over years of operation and as a repercussion, it retains solids.

Staff currently utilizes a septic pumping truck to collect and remove solids that have accumulated with the Groveland CSD sewer collection system lift stations. Solids that are removed from the lift stations are dumped directly into Reservoir One for recirculation into the WWTP. This form of operation is unsatisfactory and improvements are required to properly dispose of the collected lift station solids.

AM Consulting Engineers prepared plans and specifications for the WWTP Pond No. 1 Liner Replacement Project. The Project consists mainly of demolition of existing infrastructure, earthwork/grading, concrete construction, geomembrane liner installation and installation of new drainage facilities.

The award of the Project is based on the lowest responsive base bid amount.

DISCUSSION:

A total of two bids were received at the Groveland CSD office on March 16, 2022. The low bid was submitted by Moyle Excavation in the amount of \$354,146.00. The bid results were as listed:

<u>Contractor</u>	<u>Total Bid</u>
Moyle Excavation	\$354,146.00
Sierra Mountain Construction	\$474,500.00

FISCAL IMPACT:

Construction costs for the WWTP Pond No. 1 Liner Replacement 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 13-2022
2. Bid Tabulation
3. Project Costs if Awarded to Moyle Excavation
4. Notice of Award
5. Agreement

RESOLUTION 13-2022

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT AUTHORIZING THE AWARD OF THE WWTP POND NO. 1 LINER REPLACEMENT PROJECT TO MOYLE EXCAVATION FOR A BID AMOUNT OF \$354,146.00 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 WWTP Pond No. 1 Liner Replacement Project; and

WHEREAS, the Project was advertised on February 18, 2022 in the Union Democrat; and

WHEREAS, a mandatory pre-bid meeting was held on March 2, 2022 where three (3) contractors attended; and

WHEREAS, the bids received were publicly opened and read on March 16, 2022; 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 March 16, 2022 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 \$354,146.00 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 April 12, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT

APPROVE:

Spencer Edwards, President - Board of Directors

ATTEST:

Rachel Pearlman, Board Secretary

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 April 12, 2022.

DATED: _____

Bid Summary
Groveland Community Services District
WWTP Pond No. 1 Liner Replacement Project

Bid Opening Date: March 16, 2022

Estimated Award Date: April 12, 2022

Bid Item No.	Bid Item	Quantity	Unit	Engineer's Estimate		Moyle Excavation Inc.		Sierra Mountain Construction	
				Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
1	Mobilization, Demobilization, Bonds and Insurance	1	LS	\$30,000	\$30,000	\$18,317.00	\$18,317.00	\$35,680.00	\$35,680.00
2	Demolition	1	LS	\$7,200	\$7,200	\$17,532.00	\$17,532.00	\$11,550.00	\$11,550.00
3	Reservoir One Drainage Improvements	1	LS	\$49,500	\$49,500	\$29,139.000	\$29,139.000	\$42,655.000	\$42,655.000
4	Reservoir One Improvements	1	LS	\$49,750	\$49,750	\$76,214.00	\$76,214.00	\$160,425.00	\$160,425.00
5	Reservoir One Geomembrane Replacement	1	LS	\$110,050	\$110,050	\$159,570.00	\$159,570.00	\$161,955.00	\$161,955.00
6	Lift Station Solids Drying Pad Improvements	1	LS	\$53,500	\$53,500	\$53,374.00	\$53,374.00	\$62,235.00	\$62,235.00
Total Bid Price				\$300,000.00		\$354,146.00		\$474,500.00	

**Groveland Community Services District
 WWTP Pond No. 1 Liner Replacement Project
 Project Costs (If Awarded to Moyle Excavation, Inc.)**

Moyle Excavation Inc.

Bid Item No.	Bid Item	Quantity	Unit	Unit Price	Cost
1	Mobilization, Demobilization, Bonds and Insurance	1	LS	\$18,317.00	\$18,317.00
2	Demolition	1	LS	\$17,532.00	\$17,532.00
3	Reservoir One Drainage Improvements	1	LS	\$29,139.000	\$29,139.000
4	Reservoir One Improvements	1	LS	\$76,214.00	\$76,214.00
5	Reservoir One Geomembrane Replacement	1	LS	\$159,570.00	\$159,570.00
6	Lift Station Solids Drying Pad Improvements	1	LS	\$53,374.00	\$53,374.00
Total Bid Price				\$354,146.00	

**SECTION 005100
NOTICE OF AWARD**

Date: April 12, 2022

Project: WWTP POND No. 1 LINER REPLACEMENT PROJECT

Owner: GCSD

Owner's Contract No.:

Contract: WWTP POND No. 1 LINER REPLACEMENT PROJECT

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 March 16, 2022 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for WWTP Pond No. 1 Liner Replacement Project.

The Contract Price of your Contract is Three hundred fifty-four thousand one hundred forty-six Dollars (\$354,146.00)

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. Reservoir One 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: WWTP Pond No. 1 Liner Replacement Project.

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 sixty (60) 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 100 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 _____ (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: WWTP POND No. 1 LINER REPLACEMENT PROJECT

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 WWTP POND No. 1 LINER REPLACEMENT PROJECT

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>3/3/2022</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,

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	18,317	\$18,317
2	Demolition	1	LS	17,532	\$17,532
3	Reservoir One Drainage Improvements	1	LS	29,139	\$29,139
4	Reservoir One Improvements	1	LS	76,214	\$76,214
5	Reservoir One Geomembrane Replacement	1	LS	159,570	\$159,570
6	Lift Station Solids Drying Pad Improvements	1	LS	53,374	\$53,374
Total Bid Price					354,146

Total Bid Price three hundred fifty-four thousand one (\$354,146)
(use words) hundred forty six

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): _____

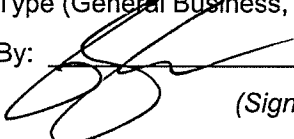
A Corporation

Corporation Name: Moyle Excavation, Inc.

State or Jurisdiction of Incorporation: California

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

By: _____



(Signature -- attach evidence of authority to sign)

Name (typed or printed): Josh Moyle

Title: owner president

Attest Lois Reynolds

(Signature of Corporate Secretary)

Date of Qualification to do business in CA [State or other jurisdiction where Project is located] is 1/26/2008

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: _____

Business Phone No. (_____) _____

Business FAX No. (_____) _____

Business E-Mail Address _____

State Contractor License No. _____ (If applicable)

Employer's Tax ID No. _____

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

9.02 Bid submitted on _____, 2022.

END OF SECTION

SECTION 004200
NONCOLLUSION AFFIDAVIT

Josh Moyle, being first duly sworn, deposes and says that he/she is vice president of Moyle Excavation 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.

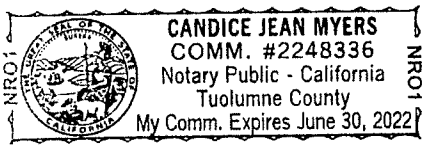
[Signature]
Bidder

State of California)
County of Tuolumne) ss.

On this 15th day of March 2022, before me personally came Joshua Moyle to me known, or proven to be on the basis of satisfactory evidence, who being duly sworn, did depose and say: that Joshua Moyle 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.

[Signature]
Notary Public



END OF SECTION

**SECTION 004300
BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): Moyle Excavation, Inc.
PO Box 498
Jamestown, CA 95327

SURETY (Name and Address of Principal Place of Business): Travelers Casualty and
Surety Co. of America
1 Tower Square
Hartford, CT 06183

OWNER (Name and Address): Groveland Community Services District
18966 Ferretti Rd.
Groveland, CA 95321

BID

Bid Due Date: March 16, 2022

Description: WWTP POND No. 1 LINER REPLACEMENT PROJECT

BOND

Bond Number: TRA001

Date (Not earlier than Bid due date): March 16, 2022

Penal sum Five percent of the total amount of Bid

(Words)

\$ 5% of total Bid

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

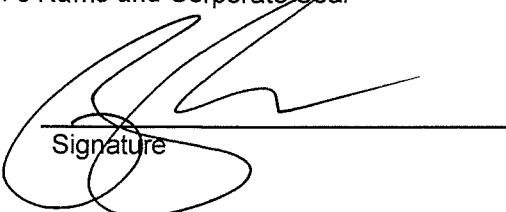
BIDDER

Moyle Excavation, Inc

Bidder's Name and Corporate Seal

(Seal)

By:



Signature

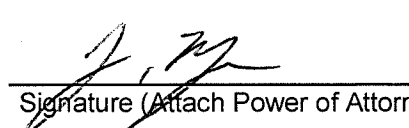
SURETY

Travelers Casualty and
Surety Co. of America

Surety's Name and Corporate Seal

(Seal)

By:



Signature (Attach Power of Attorney)

Josh Moyle

Print Name

Justin Myers

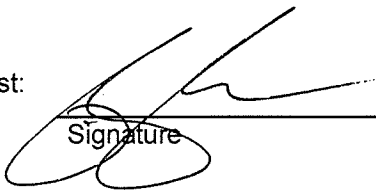
Print Name

Vice President

Title

Attorney-in-Fact

Title

Attest: 

Signature

Attest: _____
Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.



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

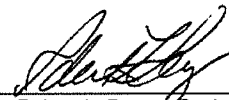
POWER OF ATTORNEY

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 **JUSTIN B MYERS** 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.



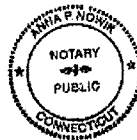
State of Connecticut
City of Hartford ss.

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

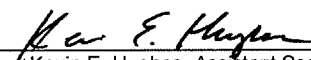
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 **16th** day of **March**, 2022




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 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: Moyle Exhumation

Signature: [Handwritten Signature]

Name: John Moyle

Title: Vice president

Date: 3-15-22

END OF SECTION

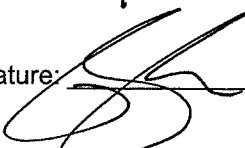
**SECTION 004800
LIST OF SUBCONTRACTORS**

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. Fencing	15%	Alderson Fencing, Sonoma CA DIR# 1000848715
2. Pond Liner	32%	D&E Construction, Visalia CA DIR # 1000008823
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

(Add additional sheets if necessary)

BIDDER: Myle Exumator

Signature:  _____

Date: 3-15-22

END OF SECTION



P.O. Box 498
Jamestown, CA 95327
admin@moyleexcavation.com
P: (209)984-4268
F: (209)984-1615

Moyle Excavation, Inc.

1. Contractors License & DIR

Contractors License #924722 General A

DIR #1000018523

2. References

1. Angels Camp & Sonora Tractor Supplies – Underground Utilities, Grading, Paving & Striping
 - a. Gold Electric: Gary Tarplee, Estimator, gary@goldelectricinc.com, (209)728-3371
2. Diana J. White Cancer Center, Sonora CA – Underground Utilities, Grading, Paving & Striping
 - a. California Gold Development: Mark Patterson, President, mark@calgolddevelopment.com, (209)533-3333
3. Rush Creek Lodge, Groveland CA – Underground Utilities, Grading, Paving & Striping
 - a. Owner: Lee Zimmerman, info@rushcreeklodge.com, (415)609-2222
4. Sonora Storage Facility – Underground Utilities, Grading, Paving & Striping
 - a. Plum Construction: Joe Plum, President, info@plumconstructioninc.com, (209)890-5259

3. Evidence of Authority to do Business in CA

See Attached



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
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: 1-22-03



LEE E. MOYLE
Incorporator





P.O. Box 498
Jamestown, CA 95327
admin@moyleexcavation.com
P: (209)984-4268
F: (209)984-1615

Moyle Excavation, Inc. Bidder Qualification Statement

Moyle Excavation has been performing work in Tuolumne County for over 30 years. Over that time we have built relationships with nearly all of our clients and pride ourselves in the repeat business we receive. Moyle Excavation is known for performing the work on time and within budget when feasible. We perform work of all sizes ranging from \$1,000 to \$5,000,000 in size consisting of underground utility installation, grading, paving, trucking, excavation, backfilling, and lateral support systems. Our reputation speaks for itself and we encourage whoever is reading this to reach out to our references for feedback.

Moyle Excavation is qualified to perform the work on this project along with its subcontractors who have 20+ years of experience in the industry a piece.