



BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Peter Kampa, General Manager

DATE: October 5, 2023

SUBJECT: Agenda Item 6E: Adoption of a Resolution Approving an Agreement with Well Industries, Inc., the Lowest Bidder for the Hardrock Groundwater Test Well Project

RECOMMENDED ACTION:

I move to adopt Resolution 47-2023 to authorize the award of the Hardrock Groundwater Test Well Project Construction Contract to Well Industries, Inc for a bid amount of \$200,200.00 and to authorize the General Manager to sign Contract Documents on behalf of the District.

BACKGROUND:

The Groveland Community Service District (Groveland CSD, GCSB) provides potable water services to the surrounding community. The Groveland CSD's primary water source is the Hetch Hetchy Reservoir located in Yosemite National Park on the Tuolumne River. Hetch Hetchy is also the principal water source for the City and County of San Francisco and a number of other utilities in the San Francisco Bay Area served by the City and County of San Francisco. Water flows from Hetch Hetchy through the Mountain Tunnel, a tunnel just south of Groveland into Priest Regulating Reservoir. GCSB obtains water from the Mountain Tunnel prior to and upstream of Priest Regulating Reservoir at two locations. These locations are the Big Creek Shaft (the most upstream) and the Second Garrote Shaft.

The water source from the Mountain Tunnel is relatively pristine and, as a result, GCSB has been able to avoid filtration of that source. The City of San Francisco Public Utilities Commission (SFPUC) prepared an application for "filtration avoidance" in 1993. The conclusion was that the Hetch Hetchy water source met all of the eleven criteria for EPA filtration avoidance as of June 29 1993. SFPUC has provided routine monitoring of the watershed and has avoided the need to provide filtration ever since.

During severe drought conditions, SFPUC is able to introduce water from Cherry Reservoir into the Mountain Tunnel through the Lower Cherry Aqueduct. This Cherry Reservoir source of water can supply 200,000+ acre-ft of water but eliminate the filtration avoidance granted in 1993. The last time that Cherry Water was introduced in the Mountain Tunnel was during the 2014 drought.

Since GCSB water supply comes from the Mountain Tunnel downstream from the discharge point from Cherry Reservoir, filtration would be required in order to produce potable water. In 2014, GCSB installed a new water filtration system at the Second Garrote Shaft. However, the capacity of the filtration system at Second Garrote is unable to meet the District's Maximum Day Demand.

In addition to the primary water source, GCSB also has a secondary or Alternative Water Supply (AWS) source. The AWS water source is Pine Mountain Lake. The District installed in 2003 a trailer mounted water treatment plant in PML to be able to provide water to the Community during

outages of the Mountain Tunnel. The AWS Water Treatment Plant (WTP) was intended to be a portable WTP.

During severe drought conditions, the Second Garrote WTP and the AWS WTP would not have enough capacity to supply water to the entire service area during maximum day demand. For this reason, the Groveland CSD is proposing a new groundwater well that will supply water to the Big Oak Flat and Tank 5 service areas during severe drought conditions. The introduction of this groundwater well will reduce the demand that has to be supplied from Second Garrote and the AWS systems and will increase fire resiliency.

DISCUSSION:

A total of three bids were received at the Groveland CSD office on October 4, 2023. The low bid was submitted by Well Industries, Inc in the amount of \$200,200.00. The bid results were as listed:

<u>Contractor</u>	<u>Total Bid</u>
Well Industries, Inc	\$200,200.00
Moyle Excavation	\$218,375.70
ABC Liovin Drilling, Inc.	\$522,000.00

FISCAL IMPACT:

Construction costs for the Hardrock Groundwater Test Well Project will be covered in full by a State of California (Department of Water Resources) Urban and Multibenefit Drought Relief Grant.

ATTACHMENTS:

1. Resolution 47-2023
2. Bid Tabulation
3. Project Costs if Awarded to Well Industries
4. Notice of Award
5. Agreement

RESOLUTION 47-2023

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT ADOPTION OF A RESOLUTION APPROVING AN AGREEMENT WITH WELL INDUSTRIES, INC., THE LOWEST BIDDER FOR THE HARDROCK GROUNDWATER TEST WELL PROJECT

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 municipal water infrastructure; and

WHEREAS, the District needs to complete improvements to the water infrastructure; and

WHEREAS, the proposed improvements shall be funded in full by a State of California (Department of Water Resources) Urban And Multibenefit Drought Relief Grant; and

WHEREAS, AM Consulting Engineers prepared plans and specifications for the Hardrock Groundwater Test Well Project; and

WHEREAS, the Project was advertised on September 9, 2023 in the Union Democrat; and

WHEREAS, a mandatory pre-bid meeting was held on September 20, 2023 where four (4) contractors attended; and

WHEREAS, the bids received were publicly opened and read on October 4, 2023; and

WHEREAS, the District has the authority to reject any and all bids, and waive any minor irregularities in any bid.

WHEREAS, the District has the right to award the contract to the lowest responsive bidder; and

WHEREAS, Well Industries, Inc. bid dated October 4, 2023 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 Well Industries, Inc.
2. The General Manager is authorized to execute the construction contract to the lowest bidder Well Industries, Inc. in the amount of \$200,200.00 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 October 10, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT

APPROVE:

Nancy Mora, Board President

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 October 10, 2023.

DATED: _____

**Groveland Community Services District
Hardrock Groundwater Test Well Project
Project Costs (If Awarded to Well Industries, Inc.)**

Well Industries

Item No.	Item Description	Estimated Quantity	Units	Unit Price	Item Total
1	Mobilization, Demobilization, Bonds and Insurance	1	LS	\$15,200.00	\$15,200.00
2	Installation 100-foot Conductor Seal at Tank 5 Site	1	LS	\$5,000.00	\$5,000.00
3	Drill 8-inch Diameter Hole at Tank 5 Site	450	LF	\$60.00	\$27,000.00
4	Air-Lift Water for 15 minutes at Tank 5 Site	5	EA	\$600.00	\$3,000.00
5	Install Test Pump and Ancillary Equipment at Tank 5 Site	1	LS	\$3,000.00	\$3,000.00
6	Operate Test Pump Continuously for 10 days at Tank 5 Site	240	HRS	\$150.00	\$36,000.00
7	Permitting and Site Cleaning at Tank 5 Site	1	LS	\$2,000.00	\$2,000.00
8	Installation 100-foot Conductor Seal at AWS WTP Site	1	LS	\$5,000.00	\$5,000.00
9	Drill 8-inch Diameter Hole at AWS WTP Site	450	LF	\$60.00	\$27,000.00
10	Air-Lift Water for 15 minutes at AWS WTP Site	5	EA	\$600.00	\$3,000.00
11	Install Test Pump and Ancillary Equipment at AWS WTP Site	1	LS	\$3,000.00	\$3,000.00
12	Operate Test Pump Continuously for 10 days at AWS WTP Site	240	HRS	\$150.00	\$36,000.00
13	Permitting and Site Cleaning at AWS WTP Site	1	LS	\$2,000.00	\$2,000.00
Total Base Bid Price				\$167,200.00	
1	Destroy Well (assume 500 feet deep) at Tank 5 Site	1	LS	\$15,000.00	\$15,000.00
2	Closed-Circuit Television Inspection of Groundwater Well at Tank 5 Site	1	LS	\$1,500.00	\$1,500.00
3	Destroy Well (assume 500 feet deep) at AWS WTP Site	1	LS	\$15,000.00	\$15,000.00
4	Closed-Circuit Television Inspection of Groundwater Well at AWS WTP Site	1	LS	\$1,500.00	\$1,500.00
Total Bid Additive Price				\$33,000.00	
Total Base Bid Plus All Additives Price				\$200,200.00	

Bid Summary
Groveland Community Services District
Hardrock Groundwater Test Well Project

Bid Opening Date: October 4, 2023

Estimated Award Date: October 10, 2023

Item No.	Item Description	Estimated Quantity	Units	Engineer's Estimate		Well Industries		Moyle Excavation		ABC Liovin Drilling	
				Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	Mobilization, Demobilization, Bonds and Insurance	1	LS	\$10,000.00	\$10,000.00	\$15,200.00	\$15,200.00	\$24,975.00	\$24,975.00	\$100,000.00	\$100,000.00
2	Installation 100-foot Conductor Seal at Tank 5 Site	1	LS	\$10,275.00	\$10,275.00	\$5,000.00	\$5,000.00	\$17,490.00	\$17,490.00	\$17,500.00	\$17,500.00
3	Drill 8-inch Diameter Hole at Tank 5 Site	450	LF	\$23.00	\$10,350.00	\$60.00	\$27,000.00	\$59.52	\$26,784.00	\$155.00	\$69,750.00
4	Air-Lift Water for 15 minutes at Tank 5 Site	5	EA	\$75.00	\$375.00	\$600.00	\$3,000.00	\$775.87	\$3,879.35	\$750.00	\$3,750.00
5	Install Test Pump and Ancillary Equipment at Tank 5 Site	1	LS	\$7,000.00	\$7,000.00	\$3,000.00	\$3,000.00	\$11,150.00	\$11,150.00	\$15,000.00	\$15,000.00
6	Operate Test Pump Continuously for 10 days at Tank 5 Site	240	HRS	\$100.00	\$24,000.00	\$150.00	\$36,000.00	\$48.05	\$11,532.00	\$350.00	\$84,000.00
7	Permitting and Site Cleaning at Tank 5 Site	1	LS	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$11,365.00	\$11,365.00	\$2,500.00	\$2,500.00
8	Installation 100-foot Conductor Seal at AWS WTP Site	1	LS	\$10,275.00	\$10,275.00	\$5,000.00	\$5,000.00	\$17,490.00	\$17,490.00	\$17,500.00	\$17,500.00
9	Drill 8-inch Diameter Hole at AWS WTP Site	450	LF	\$23.00	\$10,350.00	\$60.00	\$27,000.00	\$59.52	\$26,784.00	\$155.00	\$69,750.00
10	Air-Lift Water for 15 minutes at AWS WTP Site	5	EA	\$75.00	\$375.00	\$600.00	\$3,000.00	\$775.87	\$3,879.35	\$750.00	\$3,750.00
11	Install Test Pump and Ancillary Equipment at AWS WTP Site	1	LS	\$7,000.00	\$7,000.00	\$3,000.00	\$3,000.00	\$11,150.00	\$11,150.00	\$15,000.00	\$15,000.00
12	Operate Test Pump Continuously for 10 days at AWS WTP Site	240	HRS	\$100.00	\$24,000.00	\$150.00	\$36,000.00	\$48.05	\$11,532.00	\$350.00	\$84,000.00
13	Permitting and Site Cleaning at AWS WTP Site	1	LS	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$11,365.00	\$11,365.00	\$2,500.00	\$2,500.00
Total Base Bid Price					\$120,000.00		\$167,200.00		\$189,375.70		\$485,000.00
1	Destroy Well (assume 500 feet deep) at Tank 5 Site	1	LS	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$10,500.00	\$10,500.00	\$15,000.00	\$15,000.00
2	Closed-Circuit Television Inspection of Groundwater Well at Tank 5 Site	1	LS	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00
3	Destroy Well (assume 500 feet deep) at AWS WTP Site	1	LS	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$10,500.00	\$10,500.00	\$15,000.00	\$15,000.00
4	Closed-Circuit Television Inspection of Groundwater Well at AWS WTP Site	1	LS	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00
Total Bid Additive Price					\$22,000.00		\$33,000.00		\$29,000.00		\$37,000.00
Total Base Bid Plus All Additives Price					\$142,000.00		\$200,200.00		\$218,375.70		\$522,000.00

SECTION 005200
AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between Groveland Community Services District (GCSD) ("Owner") and Well Industries, Inc. ("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:

- A. The major work consists of constructing a hardrock public supply test well by the air rotary method. This work includes installation of a conductor casing and drilling through metamorphic rocks to an estimated depth of 500 feet below ground surface (bgs). The well will be completed as an open hole below an estimated depth of 100 feet. The well shall be developed by airlifting followed by pumping and surging. The capacity of the well will be determined by a 10-day pump test. The District may decide not to pursue completion of the well, and in this case, the well would be destroyed by filling with sand-cement grout.

ARTICLE 2 - PROJECT

- A. The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Hardrock Groundwater Test Well Project

ARTICLE 3 - ENGINEER

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

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

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

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed 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 eighty (80) 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 \$1,000 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 2 , 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 October 10, 2023 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(Where applicable)

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

Agent for service of process:

Exhibit A
Contractors Bid Package

**SECTION 004100
BID FORM**

Project Identification: HARDROCK GROUNDWATER TEST WELL 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 HARDROCK GROUNDWATER TEST WELL 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>9/27/23</u>
<u>2</u>	<u>10/2/23</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.

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	15,200 ⁰⁰	15,200 ⁰⁰
2	Installation 100-foot Conductor Seal at Tank 5 Site	1	LS	5,000 ⁰⁰	5,000 ⁰⁰
3	Drill 8-inch Diameter Hole at Tank 5 Site	450	LF	60 ⁰⁰	27,000 ⁰⁰
4	Air-Lift Water for 15 minutes at Tank 5 Site	5	EA	600 ⁰⁰	3,000 ⁰⁰
5	Install Test Pump and Ancillary Equipment at Tank 5 Site	1	LS	3,000 ⁰⁰	3,000 ⁰⁰
6	Operate Test Pump Continuously for 10 days at Tank 5 Site	240	HRS	150 ⁰⁰	36,000 ⁰⁰
7	Permitting and Site Cleaning at Tank 5 Site	1	LS	2,000 ⁰⁰	2,000 ⁰⁰
8	Installation 100-foot Conductor Seal at AWS WTP Site	1	LS	5,000 ⁰⁰	5,000 ⁰⁰
9	Drill 8-inch Diameter Hole at AWS WTP Site	450	LF	60 ⁰⁰	27,000 ⁰⁰
10	Air-Lift Water for 15 minutes at AWS WTP Site	5	EA	600 ⁰⁰	3,000 ⁰⁰
11	Install Test Pump and Ancillary Equipment at AWS WTP Site	1	LS	3,000 ⁰⁰	3,000 ⁰⁰
12	Operate Test Pump Continuously for 10 days at AWS WTP Site	240	HRS	150 ⁰⁰	36,000 ⁰⁰
13	Permitting and Site Cleaning at AWS WTP Site	1	LS	2,000 ⁰⁰	2,000 ⁰⁰
Total Base Bid Price					167,200⁰⁰
1	Destroy Well (assume 500 feet deep) at Tank 5 Site	1	LS	15,000 ⁰⁰	15,000 ⁰⁰
2	Closed-Circuit Television Inspection of Groundwater Well at Tank 5 Site	1	LS	1,500 ⁰⁰	1,500 ⁰⁰
3	Destroy Well (assume 500 feet deep) at AWS WTP Site	1	LS	15,000 ⁰⁰	15,000 ⁰⁰
4	Closed-Circuit Television Inspection of Groundwater Well at AWS WTP Site	1	LS	1,500 ⁰⁰	1,500 ⁰⁰
Total Bid Additive Price					33,000⁰⁰
Total Base Bid Plus All Additives Price					200,200⁰⁰

Total Base Bid Price One Hundred Sixty Seven Thousand Two Hundred (\$ 167,200⁰⁰)
(use words)

Total Bid Additive Price Thirty Three Thousand dollars (\$ 33,000⁰⁰)
(use words)

Total Base Bid plus Additives Price Two Hundred Thousand Two Hundred Dollars (\$ 200,200⁰⁰)
(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: Well Industries, Inc

State or Jurisdiction of Incorporation: CA

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

By: *Suzanne Stilwell*

(Signature -- attach evidence of authority to sign)

Name (typed or printed): Suzanne Stilwell

Title: Secretary

Attest *Suzanne Stilwell*

(Signature of Corporate Secretary)

Date of Qualification to do business in California [State or other jurisdiction where Project is located] is 1/3/2005

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 _____, 2023.

END OF SECTION

SECTION 004200
NONCOLLUSION AFFIDAVIT

Suzanne Stilwell, being first duly sworn, deposes and says that he/she is Secretary of Well Industries Inc 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.

Suzanne Stilwell
Bidder

State of California)
County of _____) ss.

On this _____ day of _____ 2023, 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

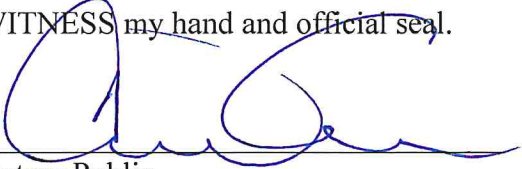
END OF SECTION

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.

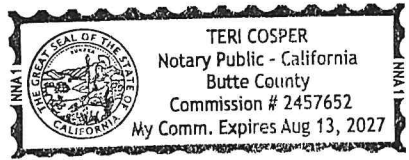
STATE OF CALIFORNIA)
)ss.
COUNTY OF BUTTE)

On October 3, 2023, before me, TERI COSPER, a Notary Public, personally appeared SUZANNE STILWELL, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.


Notary Public



(Seal)

**SECTION 004300
BID BOND**

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

BIDDER (Name and Address):

Well Industries, Inc. dba North State Drilling
3281 Highway 32
Chico, CA 95973

SURETY (Name and Address of Principal Place of Business):

Harco National Insurance Company
4200 Six Forks Road, Suite 1400
Raleigh, NC 27609

OWNER (Name and Address):

Groveland Community Services District
18966 Ferretti Road
Groveland, CA 95321

BID

Bid Due Date: October 4th, 2023

Description: HARDROCK GROUNDWATER TEST WELL PROJECT

BOND

Bond Number: N/A

Date (Not earlier than Bid due date): October 4th, 2023

Penal sum	<u>Five Percent of the Total Amount Bid</u>	<u>\$ 5% of the amount bid</u>
	(Words)	(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.

Signed and sealed on September 22, 2023

BIDDER

SURETY

Well Industries, Inc. dba North State Drilling (Seal)
Bidder's Name and Corporate Seal

Harco National Insurance Company (Seal)
Surety's Name and Corporate Seal

By:


Signature

By:


Signature (Attach Power of Attorney)

Suzanne Stilwell
Print Name

Corporate Secretary
Title

Attest:

Henry S
Signature

Henry Soden - Admin
Title

Elizabeth Collodi
Print Name

Attorney-in-Fact
Title

Attest:

Signature

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.

- 1 Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
- 2 Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- 3 This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- 4 Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 5 Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
- 6 No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
- 7 Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8 Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
- 9 Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
- 10 This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
- 11 The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

ACKNOWLEDGMENT

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

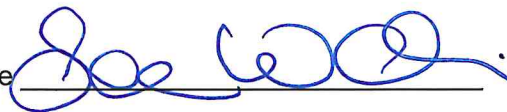
State of California
County of Butte)

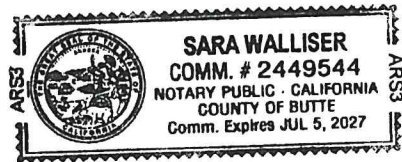
On September 22, 2023 before me, Sara Walliser, Notary Public
(insert name and title of the officer)

personally appeared Elizabeth Collodi,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)



Bond # N/A

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

ELIZABETH COLLODI, JOSEPH H. WEBER, JASON MARCH, SARA WALLISER, BREANNA BOATRIGHT, DEANNA QUINTERO, SAMANTHA WATKINS, KATHLEEN LE, RENEE RAMSEY, TONY CLARK, BILL RAPP, JOHN HOPKINS, JENNIFER LAKMANN, CLAUDINE GORDON, KRISTIE PHILLIPS, MINDY WHITEHOUSE, JOHN J. WEBER, PHIL WATKINS, STEVEN L. WILLIAMS, MICHAEL FEENEY, MATT FOSTER, SHARON SMITH
Chico, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2022



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home offices of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, September 22, 2023

- 1 Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
- 2 Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- 3 This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- 4 Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 5 Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
- 6 No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
- 7 Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8 Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
- 9 Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
- 10 This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
- 11 The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

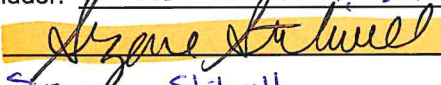
END OF SECTION

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

State of California

County of Butte

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: Well Industries Inc
Signature: 
Name: Suzanne Stilwell
Title: Secretary
Date: 10/3/23

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.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

(Add additional sheets if necessary)

BIDDER: Well Industries, Inc - Suzanne Stilwell

Signature: 

Date: 10/3/23

END OF SECTION

Contractor's License Detail for License # 812678

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

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

Data current as of 9/29/2023 11:52:31 AM

Business Information

WELL INDUSTRIES INC
dba NORTH STATE DRILLING

3282 HIGHWAY 32
CHICO, CA 95973
Business Phone Number:(530) 891-5545

Entity Corporation
Issue Date 09/16/2002
Reissue Date 07/12/2005
Expire Date 07/31/2025

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C57 - WELL DRILLING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with OHIO CASUALTY INSURANCE COMPANY (THE).

Bond Number: 546365C
Bond Amount: \$25,000
Effective Date: 01/01/2023
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual RONALD RAY STILWELL certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 07/12/2005

Workers' Compensation

This license has workers compensation insurance with the EVEREST PREMIER INSURANCE COMPANY

Policy Number: 7600019873231
Effective Date: 01/01/2023
Expire Date: 01/01/2024
Workers' Compensation History

Miscellaneous Information

- ▶ 07/12/2005 - LICENSE REISSUED TO ANOTHER ENTITY



**California Secretary of State
Electronic Filing**

FILED

Secretary of State
State of California

Corporation - Statement of Information

Entity Name: WELL INDUSTRIES, INC.

Entity (File) Number: C2695249

File Date: 10/08/2021

Entity Type: Corporation

Jurisdiction: CALIFORNIA

Document ID: GX31628

Detailed Filing Information

1. Entity Name: WELL INDUSTRIES, INC.

2. Business Addresses:
 - a. Street Address of Principal Office in California: 3282 Hwy 32
Chico, California 95973
United States of America

 - b. Mailing Address: 3282 Hwy 32
Chico, California 95973
United States of America

 - c. Street Address of Principal Executive Office: 3282 Hwy 32
Chico, California 95973
United States of America

3. Officers:
 - a. Chief Executive Officer: Ronald Stilwell
3282 Hwy 32
Chico, California 95973
United States of America

 - b. Secretary: Suzanne Stilwell
3282 Hwy 32
Chico, California 95973
United States of America

Document ID: GX31628



California Secretary of State Electronic Filing

Officers (cont'd):

- c. Chief Financial Officer: Ronald Stilwell
3282 Hwy 32
Chico, California 95973
United States of America
4. Director: Ronald Stilwell
3282 Hwy 32
Chico, California 95973
United States of America
- Number of Vacancies on the Board of Directors: 0
5. Agent for Service of Process: Suzanne Stilwell
3282 Highway 32
Chico, California 95973
United States of America
6. Type of Business: Contractor

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: Erika A Easter

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Corporation - Attachment to Statement of Information

List of Additional Directors:

1. Suzanne Stilwell
3282 Hwy 32
Chico, California 95973
United States of America

2.

3.

4.

5.

6.

7.

Document ID: GX31628

SALES

PUMPS
TANKS
MOTORS
WELLS

**NORTH STATE
DRILLING**
LIC#812678



**NORTH STATE
ELECTRIC & PUMP**
LIC#34959

SERVICE
DOMESTIC
AGRICULTURAL
COMMERCIAL

Project Date	Customer	Type of Project	Total Cost	Project Contact
July 2023	Town of Discovery Bay CSD	365' Stainless Steel Municipal Well	\$555,126.00	Charlie Jenkins, LSCE Engineer cjenkins@lsce.com 530-908-3646
February 2023	City of Orland	500' Production Well	\$345,500.00	Paul Rabo, City Engineer prabo@rarcivil.com 530-895-1422
December 2020	City of Roseville, CA	8 Triple Completion Monitoring Wells	\$618,849.00	Jason Marks, City Engineer jtmarks@roseville.ca.us 916-774-5508
March-December 2019	Hilmar County Water District	900'+ Test Wells W/ Zonal Sampling	\$443,250.00	Curtis Jorritsam, Manager 209-632-3522
August 2019	Grizzly Lake C.S.D.	530' Production Well	\$101,394.00	Pat Guillory, General Manager glcsddelleker@gmail.com 530-832-5225
January 2019	Sacramento Suburban Water District	Well #79 ~ 325' Production Well	\$189,315.00	David Morrow, Senior Engineer dmorrow@sswd.org 916-679-3988 916-972-7171
December 2018	Santa Barbara County	Waller Park ~ 770' Production Well	\$550,451.00	Jill Van Wie jvanvie@co.santa-barbara.ca.us 805-568-2470
July 2018	City of Santa Maria	Los Flores Well ~ 600' Production Well	\$264,675.00	Eric Riddough, Senior Engineer eriddough@cityofsantamaria.org (805) 925-0951

Well Industries, Inc. has also worked closely with various engineering firms including:

- Luhdorff & Scalmanini Consulting Engineering
Contact: Scott Lewis
slewis@lsce.com

Wood Rodgers, Inc.
Contact: Julie Garofalo
jgarofalo@woodrogers.com

Respectfully submitted,
Cody Stilwell, Manager

COMMITTED
TO
QUALITY

3282 HWY. 32 ; CHICO, CA 95973 | 530-891-5545 | FAX: 530-891-0793

WELLINDUSTRIESINC.COM

ADDENDUM NO. 1

September 27, 2023

Project: Groveland Community Services District – Hardrock Groundwater Test Well Project

Owner: Groveland Community Services District
18966 Ferretti Rd,
Groveland, CA 95321

Engineer: AM Consulting Engineers
5150 N Sixth Street, Suite 124
Fresno, CA 93710
Attn: Alfonso Manrique, PE (559) 473-1371

This addendum forms a part of the Contract Documents. It modifies the original Plans and Specifications. It will be the responsibility of the General Contractor to submit the information contained in this addendum to all its subcontractors and suppliers. Acknowledge receipt of this addendum in the space provided on the Bid Form. Failure to do so may subject bidder to disqualification.

Part 1 - THE FOLLOWING QUESTIONS WERE RECEIVED FROM CONTRACTORS:

- 1.01 *What size shall the conductor casing be (2 or 3 inches larger than the hole)?*
- A. Contractor shall obtain a permit from the Tuolumne County.**
 - B. The funding source for this project is the State of California.**
 - C. Contractor shall review requirements stated in the construction documents.**
 - 1. Contractor can utilize either a 2-inch or 3-inch larger conductor casing so long as it meets all of the requirements for the three items stated above.
- 1.02 *Does the well need to be demolished from the bottom up?*
- A. Yes, Contractor shall demolish the well from the bottom up as per section 332124.**
- 1.03 *Is there local power at either site?*
- A. No, generators would need to be used to provide power.**
- 1.04 *How would the power lines affect the construction of the well at either of the sites?*
- A. Low hanging power lines should be avoided at all sites.**
- 1.05 *How would the contract time be affected if conflicts happened when trying to get county permits?*
- A. GCSD (Groveland Community Services District) would be able to provide extra days if needed.**
- 1.06 *When is the award date for this project?*
- A. The project is estimated to be awarded in October's Board Meeting.**
- 1.07 *Where are the drills going to be stored on-site?*
- A. They are supposed to be left on-site; GCSD will provide a location to store the drills.**
- 1.08 *How should the water be discharged at the site?*
- A. Water is to be discharged per plans; the contractor is expected to be on-site for the duration of pump testing /during working hours.**
- 1.09 *Is drilling allowed to be carried out 24 hours a day?*
- A. No, community at the baseball field and tank 5 locations may find it as an issue.**
- 1.10 *Who is responsible for the security of the generator, equipment, etc.?*
- A. GCSD is not held liable for any lost, damaged, or stolen equipment.**
- 1.11 *In the specification, it is mentioned on the last page that an owner supplied geologist will be taking well readings during the 10-day test. Is this correct or will the contractor be the one taking the readings?*
- A. The geologist is to be supplied by GCSD. They will take frequent measurements during the early part of the pumping period and the early part of the recovery period for the pump test. The contractor shall be onsite if any adjustments need to be made during this time period.**
-
-

ADDENDUM NO. 2

October 2, 2023

Project: Groveland Community Services District – Hardrock Groundwater Test Well Project

Owner: Groveland Community Services District
18966 Ferretti Rd,
Groveland, CA 95321

Engineer: AM Consulting Engineers
5150 N Sixth Street, Suite 124
Fresno, CA 93710
Attn: Alfonso Manrique, PE (559) 473-1371

This addendum forms a part of the Contract Documents. It modifies the original Plans and Specifications. It will be the responsibility of the General Contractor to submit the information contained in this addendum to all its subcontractors and suppliers. Acknowledge receipt of this addendum in the space provided on the Bid Form. Failure to do so may subject bidder to disqualification.

Part 1 - THE FOLLOWING QUESTIONS WERE RECEIVED FROM CONTRACTORS:

- 1.01 *Are there any boring logs of nearby borings if available?*
- A. A boring log for the site is available at the link provided in section 008000 – Supplementary Conditions, paragraph SC-4.02**
- 1.02 *Are there well logs of the existing well if available?*
- A. There are no existing wells at both sites.**
- 1.03 *Are there any well completion reports of the existing well if available?*
- A. There are no existing wells at both sites.**
- 1.04 *Who is responsible for disposing of drilling fluids, drill cuttings, and development water?*
- A. Drill fluids/Development Water shall be discharged as shown in the plans.**
- B. Drill Cuttings can remain on site.**
1. The contractor shall be responsible for piling up all drill cuttings in one location at each site.
- 1.05 *Does this site have an existing well and if so, do you have access to any boring logs that can be provided?*
- A. There are no existing wells at both sites.**
- 1.06 *Can equipment and materials be placed onsite for the duration of this project?*
- A. Yes, material can be stored on site,**
1. it shall not interfere with the operation of the WWTP or water facility.
- GCSO is not held liable for any lost, damaged, or stolen equipment.
- 1.07 *What is the casing diameter for the new well?*
- A. See Section 332124 of the technical specifications, paragraph 2.01 – Conductor Casing**
- 1.08 *What is the hole diameter for the new well?*
- A. See Section 332124 of the technical specifications, paragraph 2.01 – Conductor Casing and paragraph 3.01 – Hole Drilling**
- 1.09 *What is the depth for the new well?*
- A. See Section 332124 of the technical specifications, paragraph 1.01 – Description.**
- 1.10 *What drilling methods are permissible?*
- A. See Section 332124 of the technical specifications, paragraph 1.01 – Description.**

1.11 *Is there a Turbine Pump?*

- A. **See Section 332124 of the technical specifications.**
- B. **It is the contactor's responsibility to provide the pump for testing of the well.**
- C. **This is a hardrock test well and if capacity is found to be acceptable, additional bid documents will be released for the full production well.**

1.12 *What is the start date?*

- A. **It is estimated that Notice to Proceed will be issued in November 2023.**

1.13 *If there was only 1 bidder, would the bidder still be awarded if within the engineers estimate?*

- A. **The award of the project is dependent on the board's approval.**

1.14 *Is there a form to fill out or should we put it on our own company letterhead?*

- A. **There is not a specified form for listing references.**
- B. **It is acceptable for the contractor to submit references per section 002000 – Instructions to bidders Article 3 of the Contract Documents on their own company letterhead.**

1.15 *How many references are required to be listed?*

- A. **See section 002000 – Instructions to bidders Article 3 of the Contact Documents**

1.16 *How old can the projects be? Within 3 years?*

- A. **See section 002000 – Instructions to bidders Article 3 of the Contact Documents**

1.17 *Should the list of projects be based on similar scope of work?*

- A. **See section 002000 – Instructions to bidders Article 3 of the Contact Documents**

1.18 *What should be included in the "bidders qualification statement"? Is there a form for this as part of the bid package?*

- A. **See section 002000 – Instructions to bidders Article 3 of the Contact Documents**

**SECTION 005100
NOTICE OF AWARD**

Date: October 10, 2023

Project: HARDROCK GROUNDWATER TEST WELL PROJECT

Owner: GROVELAND COMMUNITY SERVICES DISTRICT

Owner's Contract No.:

Contract: HARDROCK GROUNDWATER TEST WELL PROJECT

Engineer's Project No.:

Bidder: WELL INDUSTRIES, INC.

Bidder's Address: 3282 HIGHWAY 32, CHICO, CA 95973

You are notified that your Bid dated October 4, 2023 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Hardrock Groundwater Test Well Project.

The Contract Price of your Contract is Two Hundred Thousand, Two Hundred Dollars (\$200,200.00)

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