



BOARD MEETING AGENDA SUBMITTAL

TO: GCSO Board of Directors

FROM: Peter Kampa, General Manager

DATE: June 11, 2024

SUBJECT: Agenda Item 7H: Adoption of a Resolution Awarding the Lowest Bidder Njirich and Sons Inc. for the Mary Laveroni Park Asset and Beautification Project and Authorizing the General Manager to Execute Agreement and Related Documents

RECOMMENDED ACTION:

I move to adopt Resolution 15-2024 Awarding the Lowest Bidder Njirich and Sons Inc. for the Mary Laveroni Park Asset and Beautification Project and Authorizing the General Manager to Execute Agreement and Related Documents.

BACKGROUND:

This project will make improvements to the Groveland Community Services District (GCSO) Mary Laveroni Park including waste reduction and beautification by removing large amounts of trash from the GCSO's newly purchased 37-acre property, replacing the current small, dilapidated restroom, and installing adequate trash and recycling receptacles.

The user experience will be enhanced by constructing a covered transit shelter and a shaded picnic area. Pedestrian facilities will be improved by the construction of accessible walking paths connecting amenities in the park as well as a trailhead information and wayfinding kiosk. Existing dirt access roads and trails will be restored to link the park to the historic Hetch Hetchy Railroad grade and new 37-acre property, initiating new recreation opportunities on a one-mile scenic loop. Areas of turf will be replaced with drought tolerant landscaping and irrigation. Beautification measures including trash receptacles, benches and tables will be installed within the park.

AM Consulting Engineers prepared plans and specifications for the Mary Laveroni Park Improvements Rebid Project. The Project consists mainly of demolition of existing infrastructure, earthwork/grading, concrete construction, public restroom furnish/installation and construction of wooden shade structures.

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 May 29, 2024. The low bid was submitted by Njirich & Sons, Inc. in the amount of \$630,000.00. The bid results were as listed:

<u>Contractor</u>	<u>Total Bid</u>
Njirich & Sons, Inc.	\$630,000.00
Moyle Excavation	\$737,410.00

FISCAL IMPACT:

Construction costs for the Mary Laveroni Park Improvements Rebid Project will be covered in part by the Clean California Grant and remaining by the Groveland CSD. Costs for these improvements were included in the adopted fiscal year 2023/2024 final budget for parks.

ATTACHMENTS:

1. Bid Tabulation
2. Project Costs if Awarded to Njirich & Sons, Inc.
3. Notice of Award
4. Agreement
5. Resolution 15-2024

**Groveland Community Services District
Mary Laveroni Community Park Improvements Rebid Project
Engineers Estimate**

Item No.	Item Description	Estimated Quantity	Units	Engineers Estimate		Njirich and Sons		Moyle Excavation	
				Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
Base Bid									
1	Mobilization, Demobilization, Bonds and Insurance	1	LS	\$50,000	\$50,000	\$50,000	\$50,000	\$60,585	\$60,585
2	Demolition	1	LS	\$40,000	\$40,000	\$50,000	\$50,000	\$33,075	\$33,075
3	Earthwork/Grading	1	LS	\$40,000	\$40,000	\$33,000	\$33,000	\$44,725	\$44,725
4	Pathway Improvements	1	LS	\$65,000	\$65,000	\$152,000	\$152,000	\$167,740	\$167,740
5	Wood Structures (Bus Shelter and Shade Structure)	1	LS	\$110,000	\$110,000	\$140,000	\$140,000	\$116,150	\$116,150
6	Miscellaneous Site Improvements	1	LS	\$65,000	\$65,000	\$85,000	\$85,000	\$83,775	\$83,775
7	Landscape Planting	1	LS	\$10,000	\$10,000	\$20,000	\$20,000	\$79,615	\$79,615
8	Bathroom Improvements	1	LS	\$60,000	\$60,000	\$30,000	\$30,000	\$64,030	\$64,030
9	Owner Furnished/Contractor Installed Improvements	1	LS	\$40,000	\$40,000	\$40,000	\$40,000	\$39,040	\$39,040
10	Jefferson Loop Roadway Redevelopment (Filling, Clearing, Stripping, Grubbing and Grading)	1	LS	\$20,000	\$20,000	\$30,000	\$30,000	\$48,675	\$48,675
Total Base Bid Price					\$500,000		\$630,000		\$737,410

**Groveland Community Services District
Mary Laveroni Community Park Improvements Rebid Project
Njirich & Sons Construction Costs**

Item No.	Item Description	Estimated Quantity	Units	Njirich and Sons	
				Unit Price	Item Total
Base Bid					
1	Mobilization, Demobilization, Bonds and Insurance	1	LS	\$50,000	\$50,000
2	Demolition	1	LS	\$50,000	\$50,000
3	Earthwork/Grading	1	LS	\$33,000	\$33,000
4	Pathway Improvements	1	LS	\$152,000	\$152,000
5	Wood Structures (Bus Shelter and Shade Structure)	1	LS	\$140,000	\$140,000
6	Miscellaneous Site Improvements	1	LS	\$85,000	\$85,000
7	Landscape Planting	1	LS	\$20,000	\$20,000
8	Bathroom Improvements	1	LS	\$30,000	\$30,000
9	Owner Furnished/Contractor Installed Improvements	1	LS	\$40,000	\$40,000
10	Jefferson Loop Roadway Redevelopment (Filling, Clearing, Stripping, Grubbing and Grading)	1	LS	\$30,000	\$30,000
Total Base Bid Price					\$630,000

**SECTION 005100
NOTICE OF AWARD**

Date: 6/11/2024

Project: MARY LAVERONI COMMUNITY PARK IMPROVEMENTS REBID	
Owner: Groveland CSD	Owner's Contract No.:
Contract: MARY LAVERONI COMMUNITY PARK IMPROVEMENTS REBID	Engineer's Project No.:
Bidder: Njirich & Sons, Inc.	
Bidder's Address: 19970 Kelly Dr, Sonora, CA, 95370	

You are notified that your Bid dated May 29, 2024 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Mary Laveroni Community Park Improvements Rebid Project.

The Contract Price of your Contract is six hundred thirty thousand Dollars (\$630,000.00)

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 15 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 Njirich & Sons, 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.
- A. The major work consists of improvements to the Groveland CSD Mary Laveroni Community Park including the installation of owner furnished/owner installed prefabricated restroom, owner furnish/contractor installed park appurtenances (wayfinding signs/posts, Type A/B benches, trash/recycling receptacles, bike racks, wayfinding kiosk, interpretive signs, trail markers and picnic tables) and contractor furnished/contractor installed improvements such as demolition, earthwork/grading, concrete pathways, concrete foundation, erosion control, and wood structures construction.
- 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: MARY LAVERONI COMMUNITY PARK IMPROVEMENTS REBID 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 One Hundred Twenty (120) calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within One Hundred Fifty (150) days calendar days after the date when the Contract Times commence to run.
- B. All work must be completed and fully operation by no later than **December 31, 2024**.
1. Liquidated damages in the amount of \$5,000 per calendar day will be assessed for all work conducted past December 31, 2024, and will continue to accrue until the Project is ready for final payment/notice of completion has been executed.
- 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 0 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 June 11, 2024 (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.: _____

(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.)

(Where applicable)

Agent for service of process:

Exhibit A – Contractor’s Bid

**SECTION 004100
BID FORM**

Project Identification: MARY LAVERONI COMMUNITY PARK IMPROVEMENTS REBID

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 MARY LAVERONI COMMUNITY PARK IMPROVEMENTS REBID 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>
01	05/16/2024
_____	_____
 - 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
Base Bid					
1	Mobilization, Demobilization, Bonds and Insurance	1	LS	\$ 50,000.00	\$ 50,000.00
2	Demolition	1	LS	\$ 50,000.00	\$ 50,000.00
3	Earthwork/Grading	1	LS	\$ 33,000.00	\$ 33,000.00
4	Pathway Improvements	1	LS	\$ 152,000.00	\$ 152,000.00
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7	Landscape Planting	1	LS	\$ 20,000.00	\$ 20,000.00
8	Bathroom Improvements	1	LS	\$ 30,000.00	\$ 30,000.00
9	Owner Furnished/Contractor Installed Improvements	1	LS	\$ 40,000.00	\$ 40,000.00
10	Jefferson Loop Roadway Redevelopment (Filling, Clearing, Stripping, Grubbing and Grading)	1	LS	\$ 30,000.00	\$ 30,000.00
Total Base Bid Price					\$ 630,000.00

Total Base Bid Price six hundred thirty thousand dollars (\$ 630,000.00)
(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 calendar 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: Njirich & Sons, Inc.

State or Jurisdiction of Incorporation: California

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

By: Shelly Njirich

(Signature -- attach evidence of authority to sign)

Name (typed or printed): Shelly Njirich

Title: President

Attest Kimberly A. Magney

(Signature of Corporate Secretary)

Date of Qualification to do business in CA [State or other jurisdiction where Project is located] is 5/2/1988

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: 19970 Kelly Dr, Sonora, CA. 95370

Business Phone No. (209) 533-2268

Business FAX No. (209) 533-9076

Business E-Mail Address shelly@njirichandsons.com

State Contractor License No. 573731 . (If applicable)

Employer's Tax ID No. 77-0181970

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

9.02 Bid submitted on May 29, _____, 2024.

END OF SECTION

SECTION 004200
NONCOLLUSION AFFIDAVIT

Shelly Njirich, being first duly sworn, deposes and says that he/she is President of Njirich & Sons, 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.

Shelly Njirich
Bidder

State of California)
County of _____) ss.

On this _____ day of _____ 2024, 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.

See attached
Notary Public

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.

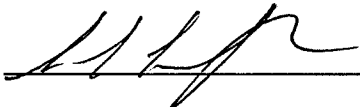
State of California
County of Tuolumne)

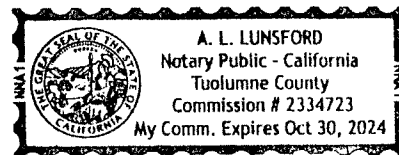
On May 23, 2024 before me, A L Lunsford, Notary Public
(insert name and title of the officer)

personally appeared Shelly Njirich
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)



**SECTION 004300
BID BOND**

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

BIDDER (Name and Address):

Njirich & Sons Inc.
19970 Kelly Drive
Sonora, CA 95370

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

Travelers Casualty and Surety Company of America
11090 White Rock Rd. Suite 100
Rancho Cordova, CA 95670

OWNER (Name and Address):

Groveland Community Services District
18966 Ferretti Rd.
Groveland, CA 95321

BID

Bid Due Date: May 29, 2024

Description: MARY LAVERONI COMMUNITY PARK IMPROVEMENTS REBID

BOND

Bond Number: 48

Date (Not earlier than Bid due date):

Penal sum	<u>Ten Percent</u>		<u>\$ 10%</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.

BIDDER

SURETY

Njirich & Sons Inc. (Seal)
Bidder's Name and Corporate Seal

Travelers Casualty and Surety Company of America (Seal)
Surety's Name and Corporate Seal

By: Sholley Njirich
Signature

By: Shirley Baugh
Signature (Attach Power of Attorney)

Print Name

Title

Attest:

Signature

Title

Shirley Baugh

Print Name

Attorney-in-Fact

Title Attorney-in-Fact

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.

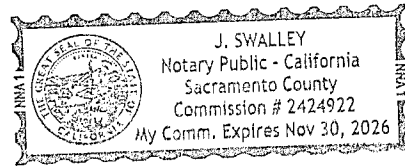
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Sacramento)
On 5-21-24 before me, J. Swalley, notary public
Date Here Insert Name and Title of the Officer
personally appeared Shirley Baugh
Name(s) of Signer(s)

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



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 J. Swalley
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____



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 **Shirley Baugh** of **SACRAMENTO, 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

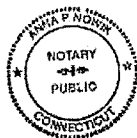
City of Hartford ss.

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 **21st** day of **May**, **2024**




 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.

- 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 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: Njirich & Sons, Inc.

Signature: Shelly Njirich

Name: Shelly Njirich

Title: President

Date: 5/29/2024

END OF SECTION

**SECTION 004800
LIST OF SUBCONTRACTORS**

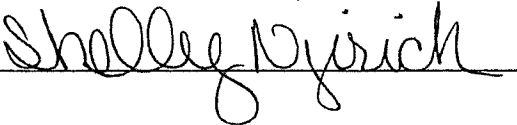
Each bidder shall complete the information listed below for each of the Subcontractors who will perform a portion of the Contract work.

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.

Description of Work	Percent of Total Contract	Subcontractor's Name	Subcontractor Location of Business	License Number	DIR Number
1 Concrete and Wood Structures	33 %	James Roberson Construction, Inc.	Tuolumne, CA	981533	1000595117
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

(Add additional sheets if necessary)

BIDDER: Njirich & Sons, Inc.

Signature: 

Date: May 29, 2024

END OF SECTION

Corporate Authorization Resolution

OAK VALLEY COMMUNITY BANK
125 N. 3RD AVE.
OAKDALE, CA 95361

By: NJIRICH AND SONS INC
19970 KELLY DR
SONORA, CA 95370

NEW CARD
Date Revised 3/31/17
Initials SP
Prior Card Dated 11/05/13
Changes(s) Added Signers

Referred to in this document as "Financial Institution" Referred to in this document as "Corporation"

I, KIMBERLIE A MAGNEY, certify that I am Secretary (clerk) of the above named corporation organized under the laws of CALIFORNIA, Federal Employer I.D. Number 77-0181970, engaged in business under the trade name of NJIRICH AND SONS, INC., and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on 3/31/2017 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

Agents. Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
STEVE NJIRICH / CFO		
A. _____ SHELLY NJIRICH / PRESIDENT	X <u>Steve Njirich</u>	X _____
B. _____ KIMBERLIE A MAGNEY / SECRETARY	X <u>Shelly Njirich</u>	X _____
C. _____ CORY M NJIRICH / VICE-PRESIDENT	X <u>Kim A Magney</u>	X _____
D. _____	X <u>Cory Njirich</u>	X _____
E. _____	X _____	X _____
F. _____	X _____	X _____

Project Title	Contact Information for Project	Description of Project	Year Project was completed	N&S Contract Amount	Overall Project Amount
Twain Harte Meadows Park Project (95% Complete)	Twain Harte Community Services District Tom Trott (209) 586-3172	Project involves excavation, construction of a pavilion, installation support for a prefab restroom, placement of approx 5,000 SF of decomposed pathways, planting, irrigation work and underground utility work	In progress	\$ 1,117,146.00	Prime
Oakdale Irrigation District Tunnels 3 and 4 Rehabilitation	Oakdale Irrigation District Joe Kosakiewicz (209) 840-5546	Project Work will consist of improvements to the District's existing North Main Canal Tunnels 3 and 4 (approx 2000 LF) including scaling loose rock and over-excavating existing tunnel sidewalls, crown and invert; installing new rock dowels at portals and, if needed, in tunnels; placing new shotcrete lining in tunnel and placing new concrete invert	Feb-24	\$ 6,687,595.00	Prime
2023 Storm Damage Repairs Buchanan Road - County of Tuolumne	County of Tuolumne - Public Works Blossom Scott-Heim (209) 533-5904 bsh@tuolumnecounty.ca.us	Emergency repairs throughout the months of January to June. Work included immediate mobilization, removal of slide material, off haul, slope restabilization, rock protection, guard rail repair, excavation and replacement of damaged culverts.	Jun-23	\$ 725,000.00	Prime
Berkeley Tuolumne Camp - 2023 Storm Damage Repair	City of Berkeley Liza McNulty (510) 981.6437	Grading and compaction with native soils adjacent to accessible pathways where pathways had been undercut by erosion and replacement of decomposed granite material.	Jun-23	\$ 75,000.00	Prime
Roundabout at SR-108/49 and People of the Mountain Road	Chicken Ranch Rancheria Lloyd Mathieson (209)226-8190	Excavation work of 5000 CY material, realignment and construction of roundabout intersection, maintaining fully operational highway, culvert installation, drainage inlet installation, installation of steel casing pipes for utilites, multi phased operation, erosion control device installation, concrete work, paving and striping work	Jun-23	\$ 5,100,000.00	Prime
Berkeley Tuolumne Camp (subcontractor)	City of Berkeley Liza McNulty (510) 981.6437	Mass excavation and grading work of approx 13,000 CY of material, rock breaking and blasting, construction of decomposed granite pathways, rockery wall installation, flatwork, finish slope and sub-grade grading, Class II aggregate base rock and paving work	Apr-22	\$ 2,458,000.00	\$ 36,000,000.00

Gopher Tank Replacement Project	Tuolumne Utilities District Jennifer Batt (209) 532-5536 ext 526 JBatt@tudwater.com	Remove and Replace of 600k gal. water storage tank and installation of new treated water transfer pump station	Dec-20	\$	1,700,000.00	Prime	
Crystal Falls Techite Pipeline Replacement Project	Tuolumne Utilities District Gaddiel Demattei (209) 532-5536 ext. 519 GDeMattei@tudwater.com	Remove obsolete techite pipe and install new 2500 lineal feet of pipeline between treatment plant and storage tank.	Nov-20	\$	414,224.00	Prime	
Mono Vista Tank Replacement Project	Tuolumne Utilities District Jennifer Batt (209) 532-5536 ext 526 JBatt@tudwater.com	Remove and replace old water storage tank with new 400k gal. tank with exterior roof and stairway. Installation of new check valves, tank inlet and outlet vaults	Jan-20	\$	811,993.00	Prime	
Warnerville Substation Rehabilitation (subcontractor)	RES-System 3 Mark Waldman (415) 551-3000	Installed waterline , communication/power, saw cutting & removal of asphalt/concrete in order for installation.	Dec-19	\$	2,297,044.00	\$	30,000,000.00
Don Pedro Water Service Repair	Pete Kampa (209) 591-7100	Consisted of 100 water service repairs and new install, Fire hydrants, water mainline repairs/new install, new water wells, temporary asphalt repair and permanent. Material used included C900 piping and HDPE poly	Oct-19	\$	2,085,000.00	Prime	
Tuolumne City Water Main Replacement	Tuolumne Utilities District Gaddiel Demattei (209) 532-5536 ext. 519 GDeMattei@tudwater.com	Project included install of new water main and replacing water services. Majority of work included excavation within the right of way and included temporary paving work.	Sep-19	\$	524,560.00	Prime	
Kewin Mill Road Emergency Culvert Replacement Project	County of Tuolumne - Public Works Blossom Scott-Heim (209) 533-5904 bsh@tuolumnecounty.ca.us	Emergency excavation of damaged culvert and installation of 3 - 72" dia culvert pipes, off haul of unsuitable material, backfilled with slurry and rip rapped, roadway rebuilt and installation of new erosion control devices	May-19	\$	720,000.00	Prime	

Resolution No. 15-2024

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND
COMMUNITY SERVICES DISTRICT AUTHORIZING THE AWARD OF THE
MARY LAVERONI PARK IMPROVEMENTS REBID PROJECT TO NJIRICH &
SONS, INC. 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 Mary Laveroni Park; and

WHEREAS, the District needs to complete repairs and improvements to the Mary Laveroni Park existing facilities; and

WHEREAS, the proposed improvements will be paid for in part by a Clean California Grant; and

WHEREAS, the proposed improvements will be paid for in part by Groveland CSD funding that was included in the adopted fiscal year 2023/2024 final budget; and

WHEREAS, AM Consulting Engineers prepared plans and specifications for the Mary Laveroni Park Improvements Rebid Project; and

WHEREAS, the Project was advertised on May 11, 2024 in the Union Democrat; and

WHEREAS, a mandatory pre-bid meeting was held on May 15, 2024 where five (5) contractors attended; and

WHEREAS, the bids received were publicly opened and read on May 29, 2024; 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, Njirich & Sons, Inc. bid dated May 29, 2024 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 Njirich & Sons, Inc.
2. The General Manager is authorized to execute the construction contract to the lowest bidder Njirich & Sons, Inc. in the amount of \$630,000.00 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.

PASSED AND ADOPTED by the Board of Directors of the Groveland Community Services District on June 11, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

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 June 11, 2024.

DATED: _____