



**TO: GCSB Board of Directors**

**FROM: Peter Kampa, General Manager**

**DATE: October 12, 2021**

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

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**RECOMMENDED ACTION:**

*I move to Adopt Resolution 30-2021 Authorizing the Award of the Phase One WWTP Improvements Project to Moyle Excavation for a Bid Amount of \$446,640.00 and to Authorize the General Manager to Sign an Agreement on Behalf of the District*

**BACKGROUND:**

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

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

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

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

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

**DISCUSSION:**

A total of five bids were received at the GCSD District office on October 6, 2021. The low bid was submitted by Moyle Excavation in the amount of \$446,640.00. The bid results were as listed:

<u>Contractor</u>	<u>Total Bid</u>
Moyle Excavation	\$446,640.00
TBS Contractors	\$547,471.99
Sierra Mountain Construction	\$548,700.00
Dirt Dynasty Inc	\$578,050.00
RTC Construction Management	\$719,494.00

**ATTACHMENTS:**

1. Resolution 30-2021
2. Bid Tabulation
3. Project Costs if Awarded to Moyle Excavation
4. Notice of Award
5. Agreement

**FISCAL IMPACT:**

Construction costs for the Phase 1 WWTP Improvements Project is funded by the loan received in late 2019 and as included in the 2021/22 fiscal year budget.

## RESOLUTION 30-2021

### A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT AUTHORIZING AWARD OF AGREEMENT FOR THE PHASE ONE WWTP IMPROVEMENTS PROJECT TO MOYLE EXCAVATION FOR A BID AMOUNT OF \$446,640.00 AND TO AUTHORIZE THE GENERAL MANAGER TO SIGN AN AGREEMENT ON BEHALF OF THE DISTRICT

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

**WHEREAS**, the District has the authority to construct, operate and maintain the Wastewater Treatment Facility; and

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

**WHEREAS**, the proposed improvements were included in the Project loan secured in 2019 and in the adopted fiscal year 2021/2022 final budget; and

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

**WHEREAS**, the Project was advertised in the required trade journals and Builder's Exchanges and on August 21, 2021, in the Union Democrat; and

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

**WHEREAS**, the bids received were publicly opened and read on September 9, 2021; and

**WHEREAS**, all bids were rejected on September 14, 2021, and the project was revised by the District Engineer, and advertised for bid in the required trade journals and Builder's Exchanges and on September 24, 2021, in the Union Democrat; and

**WHEREAS**, the bids received were publicly opened and read on October 6, 2021; and

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

**WHEREAS**, Moyle Excavation, Inc. submitted the lowest bid, which is included herein for reference and in the contract documents as required.

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

1. The General Manager is authorized to issue Notice of Award to the lowest bidder Moyle Excavation, Inc.
2. The General Manager is authorized to execute the construction contract to the lowest bidder Moyle Excavation, Inc. in the amount of \$446,640.00 after the Contractor's Performance and Payment Bonds are received.
3. The General Manager is authorized to negotiate Construction Change Orders (CCO) in an amount not to exceed a 15% increase in the original bid and contract amount.
4. The General Manager is authorized to negotiate deductive (cost) change order that result in a comparable work product.
5. The General Manager is authorized to negotiate a construction start date and issue the Notice to Proceed to the Contractor in accordance with the Project Plans and Specifications.
6. The General Manager is authorized to approve and process Contractor payments within the cost limitations stated herein, in accordance with the Project Plans and Specifications.
7. The General Manager is authorized to file the Project Notice of Completion in accordance with the Plans and Specifications.

**WHEREFORE**, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on October 12, 2021, by the following vote:

AYES  
NOES  
ABSTAIN  
ABSENT

ATTEST:

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Rachel Pearlman, Board Secretary

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Janice Kwiatkowski, President - Board of Directors

**CERTIFICATE OF SECRETARY**

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on October 12, 2021.

DATED: \_\_\_\_\_

**Bid Summary**  
**Groveland Community Services District**  
**Phase 1 WWTP Improvements (REBID) Project**

**Bid Opening Date: October 6, 2021**

**Estimated Award Date: October 12, 2021**

Bid Item No.	Bid Item	Quantity	Unit	Engineer's Estimate		Moyle Excavation Inc.		TBS Contractors		Sierra Mountain Construction Inc.		Dirt Dynasty, Inc.		RTC Construction	
				Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
1	Mobilization, Demobilization, Bonds and Insurance	1	LS	\$50,000.00	\$50,000.00	\$33,000.00	\$33,000.00	\$5,664.00	\$5,664.00	\$75,000.00	\$75,000.00	\$89,000.00	\$89,000.00	\$60,925.00	\$60,925.00
2	District Office Roads Improvements	1	LS	\$80,000.00	\$80,000.00	\$42,138.00	\$42,138.00	\$104,600.44	\$104,600.44	\$100,000.00	\$100,000.00	\$109,500.00	\$109,500.00	\$138,521.00	\$138,521.00
3	Sludge Drying Bed Improvements	1	LS	\$200,000.00	\$200,000.00	\$257,652.00	\$257,652.00	\$214,457.55	\$214,457.55	\$245,000.00	\$245,000.00	\$236,000.00	\$236,000.00	\$292,348.00	\$292,348.00
1	District Office Roads Gravel Resurfacing and Grading	99,000	SF	\$1.50	\$148,500.00	\$1.15	\$113,850.00	\$2.25	\$222,750.00	\$1.30	\$128,700.00	\$1.45	\$143,550.00	\$2.30	\$227,700.00
<b>Total Bid Price</b>				<b>\$478,500.00</b>		<b>\$446,640.00</b>		<b>\$547,471.99</b>		<b>\$548,700.00</b>		<b>\$578,050.00</b>		<b>\$719,494.00</b>	

**Groveland Community Services District  
Phase 1 WWTP Improvements (REBID) Project  
Project Costs (If Awarded to Moyle Excavation, Inc.)**

**Moyle Excavation Inc.**

<b>Bid Item No.</b>	<b>Bid Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Cost</b>
1	Mobilization, Demobilization, Bonds and Insurance	1	LS	\$33,000.00	\$33,000.00
2	District Office Roads Improvements	1	LS	\$42,138.00	\$42,138.00
3	Sludge Drying Bed Improvements	1	LS	\$257,652.000	\$257,652.00
1	District Office Roads Gravel Resurfacing and Grading	99,000	SF	\$1.15	\$113,850.00
<b>Total Bid Price</b>				<b>\$446,640.00</b>	

**SECTION 005200**  
**AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between Groveland Community Services District (GCSD) ("Owner") and Moyle Excavation, 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:
1. District Office Roads Improvements
  2. Sludge Drying Bed Drainage Improvements
- 1.02 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Phase 1 WWTP Improvements (REBID).

**ARTICLE 2 - ENGINEER**

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

**ARTICLE 3 - CONTRACT TIMES**

- 3.01 Time of the Essence
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Days to Achieve Substantial Completion and Final Payment*
- A. The Work will be substantially completed within Eighty (80) working days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 110 working days after the date when the Contract Times commence to run.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,000 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$250 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

## **ARTICLE 5 – CONTRACT PRICE**

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

## **ARTICLE 6 – PAYMENT PROCEDURES**

### 6.01 *Submittal and Processing of Payments*

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

### 6.02 *Progress Payments; Retainage*

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

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
  - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
  - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

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

### 6.03 *Final Payment*

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

## **ARTICLE 7 – INTEREST**

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

## **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

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

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.



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

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01 Contents**

- A. The Contract Documents consist of the following:
  - 1. This Agreement.
  - 2. Performance bond.
  - 3. Payment bond.
  - 4. General Conditions.
  - 5. Supplementary Conditions.
  - 6. Technical Specifications.
  - 7. Drawings
  - 8. Addenda (numbers 1 to 1, inclusive).
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid.
    - b. Documentation submitted by Contractor prior to Notice of Award.
  - 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed.

- b. Work Change Directives.
  - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 *Terms***

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

### **10.02 *Assignment of Contract***

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

### **10.03 *Successors and Assigns***

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

### **10.04 *Severability***

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

### **10.05 *Contractor's Certifications***

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

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

This Agreement will be effective on October 12, 2021 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Attest: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attest: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_

(Where applicable)

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

Agent for service of process:  
\_\_\_\_\_

## **Exhibit A – Contractor’s Bid**

**SECTION 005100  
NOTICE OF AWARD**

Date: October 7, 2021

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Owner  
By: \_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Title

Copy to Engineer

END OF SECTION