



BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Peter Kampa, General Manager

DATE: September 10, 2024

SUBJECT: Agenda Item 6B: Adoption of a Resolution Authorizing the Award of the Potable Water Storage and Distribution System Improvements Project to Njirich and Sons, Inc. and to Authorize the General Manager to Sign an Agreement on Behalf of the District

RECOMMENDED ACTION:

I move to approve Resolution 25-2024 authorizing the award of the Potable Water Storage and Distribution System Improvements Project to Njirich and Sons, Inc 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.

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. GCSB has received funding from DWR for a new 140,000-gal water storage tank next to the existing Tank 5 and a connection of Tank 5 to Big Oak Flat service areas via a new distribution pipeline 5,500 linear foot long 8-inch water main along Harper/Black road.

By the addition of this new storage tank and distribution pipeline, as well as the development of a groundwater well serving the Tank 5 service area and Big Oak Flat, the system will be isolated from the remaining service area during a severe drought and supplied mainly from the well and Tank 5. This improvement will reduce the demand that has to be supplied from Second Garrote and the AWS system and preserve water for demand within the Big Oak Flat community.

DISCUSSION:

A total of three bids were received at the Groveland CSD office on July 24, 2024. The low bid was submitted by Njirich and Sons, Inc in the amount of \$2,919,497.08. The bid results were as listed:

<u>Contractor</u>	<u>Total Bid</u>
Njirich and Sons, Inc	\$2,919,497.08
Moyle Excavation	\$3,449,495.61
Sierra Mountain Construction, Inc.	\$4,499,272.08

FISCAL IMPACT:

Again, we continue to see construction bid costs continue to increase dramatically and exceed the engineer's estimate and the amount of funding available.

Construction costs for the Potable Water Storage and Distribution System Improvements Project are budgeted to be covered by the State of California (Department of Water Resources) Urban And Multibenefit Drought Relief Grant. The current grant budget for this phase of the total project is \$2.7 million, including construction, design, inspections, testing and project management. We have evaluated options to reduce the project cost to within budget and will implement those project changes to the extent possible while still meeting the project scope for the purposes of the grant.

We are proposing to award the contract at the amount of the low bidder's base bid and will execute a construction change order that we expect will reduce the project cost to \$2,504,487 as shown in the value engineering sheet attached.

ATTACHMENTS:

1. Resolution 25-2024
2. Bid Tabulation
3. Project Costs if Awarded to Njirich and Sons, Inc (Value Engineering)
4. Notice of Award
5. Agreement

RESOLUTION 25-2024

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT AUTHORIZING THE AWARD OF THE POTABLE WATER STORAGE AND DISTRIBUTION SYSTEM IMPROVEMENTS PROJECT TO NJIRICH AND 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 municipal water infrastructure; and

WHEREAS, the District has evaluated its water supply vulnerabilities during drought and has identified the need 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 Potable Water Storage and Distribution System Improvements Project; and

WHEREAS, the Project was advertised on June 25, 2024 in the Union Democrat; and

WHEREAS, a mandatory pre-bid meeting was held on July 10, 2024 where four (4) contractors attended; and

WHEREAS, the bids received were publicly opened and read on July 24, 2024; and

WHEREAS, the District has the authority to reject any and all bids, and waive any minor irregularities in any bid, and is required to award the contract to the lowest responsible bidder; and

WHEREAS, Njirich and Sons, Inc. bid dated July 24, 2024 is 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 and Sons, Inc.
2. The General Manager is authorized to execute the construction contract to the lowest bidder Njirich and Sons, Inc. in the amount of their base bid of \$2,919,497.08 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 5% increase in the original bid and contract amount.
4. The General Manager is authorized to negotiate deductive (cost) change order that result in a comparable work product.
5. The General Manager is authorized to negotiate a construction start date and issue the Notice to Proceed to the Contractor in accordance with the Project Plans and Specifications.
6. The General Manager is authorized to approve and process Contractor payments within the cost limitations stated herein, in accordance with the Project Plans and Specifications.
7. The General Manager is authorized to file the Project Notice of Completion in accordance with the Plans and Specifications.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on September 10, 2024, 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 September 10, 2024.

DATED: _____

Groveland CSD
Potable Water Storage and Distribution System Improvements
Bid Tabulation

Item No.	Item Description	Estimated Quantity	Units	Engineers Estimate		Njirich & Sons, Inc.		Moyle Excavation		Sierra Mountain Construction, Inc.	
				Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
Base Bid Items											
1	Mobilization, Demobilization, Bonds and Insurance	1	LS	\$200,000.00	\$200,000.00	\$325,000.00	\$325,000.00	\$162,740.00	\$162,740.00	\$396,000.00	\$396,000.00
2	Temporary Storage Tank Improvements – Storage Tank Site	1	LS	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$69,135.00	\$69,135.00	\$80,000.00	\$80,000.00
3	Demolition – Storage Tank Site	1	LS	\$15,000.00	\$15,000.00	\$40,000.00	\$40,000.00	\$24,725.00	\$24,725.00	\$75,000.00	\$75,000.00
4	Existing 140,000 Gal Storage Tank Miscellaneous Improvements – Storage Tank Site	1	LS	\$20,000.00	\$20,000.00	\$50,000.00	\$50,000.00	\$64,165.00	\$64,165.00	\$100,000.00	\$100,000.00
5	New Chlorine Dosing System for Existing Storage Tank – Storage Tank Site	1	LS	\$20,000.00	\$20,000.00	\$25,000.00	\$25,000.00	\$12,630.00	\$12,630.00	\$30,000.00	\$30,000.00
6	New 140,000 Gal Storage Tank Above Ground Epoxy Coated Bolted Steel Storage Tank – Storage Tank Site	1	LS	\$400,000.00	\$400,000.00	\$390,000.00	\$390,000.00	\$493,153.00	\$493,153.00	\$730,000.00	\$730,000.00
7	New Chlorine Dosing System for New Storage Tank – Storage Tank Site	1	LS	\$20,000.00	\$20,000.00	\$25,000.00	\$25,000.00	\$12,970.00	\$12,970.00	\$40,000.00	\$40,000.00
8	Earthwork, Site Grading and Site Resurfacing – Storage Tank Site	1	LS	\$45,000.00	\$45,000.00	\$300,000.00	\$300,000.00	\$163,100.00	\$163,100.00	\$600,000.00	\$600,000.00
9	Modular Retaining Wall - Storage Tank Site	1	LS	\$70,000.00	\$70,000.00	\$185,000.00	\$185,000.00	\$182,305.00	\$182,305.00	\$100,000.00	\$100,000.00
10	8-Inch Inlet/Outlet & Circulation Piping – Storage Tank Site	1	LS	\$30,000.00	\$30,000.00	\$95,000.00	\$95,000.00	\$113,540.00	\$113,540.00	\$50,000.00	\$50,000.00
11	10-Inch Overflow Piping – Storage Tank Site	1	LS	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$10,117.00	\$10,117.00	\$32,000.00	\$32,000.00
12	6-Inch Drain and 8-Inch Overflow Piping – Storage Tank Site	1	LS	\$20,000.00	\$20,000.00	\$35,000.00	\$35,000.00	\$22,150.00	\$22,150.00	\$32,000.00	\$32,000.00
13	4-Inch Well Connection Piping – Storage Tank Site	1	LS	\$20,000.00	\$20,000.00	\$35,000.00	\$35,000.00	\$39,300.00	\$39,300.00	\$40,000.00	\$40,000.00
14	Chain Link Fence and Gates – Storage Tank Site	270	LF	\$40.00	\$10,800.00	\$80.00	\$21,600.00	\$109.98	\$29,694.60	\$120.00	\$32,400.00
15	Culvert and Headwall Improvements - Storage Tank Site	45	LF	\$200.00	\$9,000.00	\$475.00	\$21,375.00	\$1,100.36	\$49,516.20	\$500.00	\$22,500.00
16	Electrical & Instrumentation – Storage Tank Site	1	LS	\$75,000.00	\$75,000.00	\$140,000.00	\$140,000.00	\$161,785.00	\$161,785.00	\$155,000.00	\$155,000.00
17	SCADA Integration - Storage Tank Site	1	LS	\$15,000.00	\$15,000.00	\$12,372.08	\$12,372.08	\$12,372.08	\$12,372.08	\$12,372.08	\$12,372.08
18	Traffic Control	1	LS	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00	\$74,475.00	\$74,475.00	\$30,000.00	\$30,000.00
19	Demolition – Water Distribution System	1	LS	\$10,000.00	\$10,000.00	\$30,000.00	\$30,000.00	\$84,150.55	\$84,150.55	\$38,000.00	\$38,000.00
20	8-Inch Watermain – Water Distribution System	5,500	LF	\$115.00	\$632,500.00	\$115.00	\$632,500.00	\$186.19	\$1,024,045.00	\$200.00	\$1,100,000.00
21	Watermain Fittings – Water Distribution System	125	EA	\$500.00	\$62,500.00	\$590.00	\$73,750.00	\$821.80	\$102,725.00	\$800.00	\$100,000.00
22	Gate Valves – Water Distribution System	47	EA	\$3,500.00	\$164,500.00	\$2,850.00	\$133,950.00	\$3,012.44	\$141,584.68	\$3,500.00	\$164,500.00
23	Fire Hydrants – Water Distribution System	10	EA	\$5,000.00	\$50,000.00	\$7,900.00	\$79,000.00	\$10,255.75	\$102,557.50	\$9,400.00	\$94,000.00
24	Air Release Valves – Water Distribution System	5	EA	\$3,500.00	\$17,500.00	\$5,550.00	\$27,750.00	\$6,745.00	\$33,725.00	\$7,500.00	\$37,500.00
25	Pressure Reducing Station – Water Distribution System	3	EA	\$25,000.00	\$75,000.00	\$55,000.00	\$165,000.00	\$66,830.00	\$200,490.00	\$70,000.00	\$210,000.00
26	Rock Excavation	700	CY	\$35.00	\$24,500.00	\$1.00	\$700.00	\$50.00	\$35,000.00	\$250.00	\$175,000.00
27	Preparation, Implementation and Management Of Stormwater Pollution Prevention Plan (SWPPP)	1	LS	\$1,850.00	\$1,850.00	\$30,000.00	\$30,000.00	\$21,845.00	\$21,845.00	\$18,500.00	\$18,500.00
28	Tuolumne County Air Pollution Control District (Permit To Construct)	1	LS	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00
29	As-Built Drawings	1	LS	\$1,850.00	\$1,850.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00
Base Bid Total					\$2,041,500.00		\$2,919,497.08		\$3,449,495.61		\$4,499,272.08
1	Exterior Tank Insulation/Coating (Existing Storage Tank) – Storage Tank Site	1	LS	\$50,000	\$50,000	\$50,000	\$50,000.00	\$100,000	\$100,000.00	\$103,000	\$103,000.00
2	Exterior Tank Insulation/Coating (New Storage Tank) – Storage Tank Site	1	LS	\$50,000	\$50,000	\$50,000	\$50,000.00	\$100,000	\$100,000.00	\$103,000	\$103,000.00
3	Retrofit Existing Storage Tank with New Inlet/Outlet & Circulation Piping – Storage Tank Site	1	LS	\$20,000	\$20,000	\$10,000	\$10,000.00	\$45,000	\$45,000.00	\$45,000	\$45,000.00
4	8-Inch Water Main Extension & Existing 4-Inch Water Main Demolition/Abandonment - Water Distribution System	1	LS	\$154,000	\$154,000	\$225,000	\$225,000.00	\$320,500	\$320,500.00	\$152,000	\$152,000.00
Bid Additive Total					\$274,000		\$335,000.00		\$565,500.00		\$403,000.00
Base Bid Plus All Additives Total					\$2,315,500		\$3,254,497.08		\$4,014,995.61		\$4,902,272.08

Groveland CSD
Potable Water Storage and Distribution System Improvements
Njirich Construction Costs (Value Engineering)

Item No.	Item Description	Estimated Quantity	Units	Njirich & Sons, Inc.		
				Unit Price	Reduction	Item Total
Base Bid Items						
1	Mobilization, Demobilization, Bonds and Insurance	1	LS	\$325,000.00	\$3,285.00	\$321,715.00
2	Temporary Storage Tank Improvements – Storage Tank Site	1	LS	\$5,000.00	\$5,000.00	\$0.00
3	Demolition – Storage Tank Site	1	LS	\$40,000.00	\$0.00	\$40,000.00
4	Existing 140,000 Gal Storage Tank Miscellaneous Improvements – Storage Tank Site	1	LS	\$50,000.00	\$50,000.00	\$0.00
5	New Chlorine Dosing System for Existing Storage Tank – Storage Tank Site	1	LS	\$25,000.00	\$25,000.00	\$0.00
6	New 140,000 Gal Storage Tank Above Ground Epoxy Coated Bolted Steel Storage Tank – Storage Tank Site	1	LS	\$390,000.00	\$7,000.00	\$383,000.00
7	New Chlorine Dosing System for New Storage Tank – Storage Tank Site	1	LS	\$25,000.00	\$25,000.00	\$0.00
8	Earthwork, Site Grading and Site Resurfacing – Storage Tank Site	1	LS	\$300,000.00	\$37,000.00	\$263,000.00
9	Modular Retaining Wall - Storage Tank Site	1	LS	\$185,000.00	\$90,000.00	\$95,000.00
10	8-Inch Inlet/Outlet & Circulation Piping – Storage Tank Site	1	LS	\$95,000.00	\$0.00	\$95,000.00
11	10-Inch Overflow Piping – Storage Tank Site	1	LS	\$15,000.00	\$0.00	\$15,000.00
12	6-Inch Drain and 8-Inch Overflow Piping – Storage Tank Site	1	LS	\$35,000.00	\$0.00	\$35,000.00
13	4-Inch Well Connection Piping – Storage Tank Site	1	LS	\$35,000.00	\$0.00	\$35,000.00
14	Chain Link Fence and Gates – Storage Tank Site	270	LF	\$80.00	\$5,250.00	\$16,350.00
15	Culvert and Headwall Improvements - Storage Tank Site	45	LF	\$475.00	\$21,375.00	\$0.00
16	Electrical & Instrumentation – Storage Tank Site	1	LS	\$140,000.00	\$0.00	\$140,000.00
17	SCADA Integration - Storage Tank Site	1	LS	\$12,372.08	\$0.00	\$12,372.08
18	Traffic Control	1	LS	\$25,000.00	\$0.00	\$25,000.00
19	Demolition – Water Distribution System	1	LS	\$30,000.00	\$0.00	\$30,000.00
20	8-Inch Watermain – Water Distribution System	5,500	LF	\$115.00	\$0.00	\$632,500.00
21	Watermain Fittings – Water Distribution System	75	EA	\$590.00	\$29,500.00	\$44,250.00
22	Gate Valves – Water Distribution System	47	EA	\$2,850.00	\$0.00	\$133,950.00
23	Fire Hydrants – Water Distribution System	6	EA	\$7,900.00	\$31,600.00	\$47,400.00
24	Air Release Valves – Water Distribution System	5	EA	\$5,550.00	\$0.00	\$27,750.00
25	Pressure Reducing Station – Water Distribution System	2	EA	\$55,000.00	\$55,000.00	\$110,000.00
26	Rock Excavation	700	CY	\$1.00	\$0.00	\$700.00
27	Preparation, Implementation and Management Of Stormwater Pollution Prevention Plan (SWPPP)	1	LS	\$30,000.00	\$30,000.00	\$0.00
28	Tuolumne County Air Pollution Control District (Permit To Construct)	1	LS	\$500.00	\$0.00	\$500.00
29	As-Built Drawings	1	LS	\$1,000.00	\$0.00	\$1,000.00
Base Bid Total					\$415,010.00	\$2,504,487.08

**SECTION 005100
NOTICE OF AWARD**

Date: _____

Project: Potable Water Storage and Distribution System Improvements Project

Owner: Groveland Community Services District

Owner's Contract No.:

Contract: Potable Water Storage and Distribution System Improvements Project

Engineer's Project No.:

Bidder: Njirich and Sons, Inc.

Bidder's Address: 19970 Kelly Dr., Sonora, CA, 95370

You are notified that your Bid dated July 24, 2024 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Potable Water Storage and Distribution System Improvements Project.

The Contract Price of your Contract is two million nine hundred nineteen thousand four hundred ninety-seven dollars and eight cents (\$2,919,497.08)

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

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

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

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

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

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

Owner

By: _____

Authorized Signature

Title

Copy to Engineer

END OF SECTION

SECTION 005200
AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between Groveland Community Services District (GCSD) ("Owner") and Njirich and 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. The Work is generally described as follows:

- A. The major work consists of the furnish and installation of a 140,000-gallon bolted steel storage tank with a supplemental pressure transmitter and 6,125 linear feet of 8-inch C900 potable water distribution pipeline with associated piping, fittings, valves, utility boxes, pressure reducing stations, fire hydrants. This Project also includes various site improvement such as the construction of a modular retaining wall, two chlorine dosing stations, perimeter fencing, asphalt pavement, earthwork, grading, electrical improvements and SCADA integration by ICAD.

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: Potable Water Storage and Distribution System Improvements 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 one hundred fifty (150) 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 eighty (180) calendar 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 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 September 10, 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
Contractors Bid Package

**SECTION 004100
BID FORM**

Project Identification: Potable Water Storage and Distribution System Improvements 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 POTABLE WATER STORAGE AND DISTRIBUTION SYSTEM IMPROVEMENTS
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>07/11/2024</u> |
| <u> </u> | <u> </u> |
- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazard Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods,

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

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

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on the behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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

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

ARTICLE 5 - BASIS OF BID

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

Item No.	Item Description	Estimated Quantity	Units	Unit Price	Item Total
Base Bid Items					
1	Mobilization, Demobilization, Bonds and Insurance	1	LS	\$325,000 ⁰⁰	\$325,000 ⁰⁰
2	Temporary Storage Tank Improvements – Storage Tank Site	1	LS	\$5,000 ⁰⁰	\$5,000 ⁰⁰
3	Demolition – Storage Tank Site	1	LS	\$40,000 ⁰⁰	\$40,000 ⁰⁰
4	Existing 140,000 Gal Storage Tank Miscellaneous Improvements – Storage Tank Site	1	LS	\$50,000 ⁰⁰	\$50,000 ⁰⁰
5	New Chlorine Dosing System for Existing Storage Tank – Storage Tank Site	1	LS	\$25,000 ⁰⁰	\$25,000 ⁰⁰
6	New 140,000 Gal Storage Tank Above Ground Epoxy Coated Bolted Steel Storage Tank – Storage Tank Site	1	LS	\$390,000 ⁰⁰	\$390,000 ⁰⁰
7	New Chlorine Dosing System for New Storage Tank – Storage Tank Site	1	LS	\$25,000 ⁰⁰	\$25,000 ⁰⁰
8	Earthwork, Site Grading and Site Resurfacing – Storage Tank Site	1	LS	\$300,000 ⁰⁰	\$300,000 ⁰⁰
9	Modular Retaining Wall - Storage Tank Site	1	LS	\$185,000 ⁰⁰	\$185,000 ⁰⁰
10	8-Inch Inlet/Outlet & Circulation Piping – Storage Tank Site	1	LS	\$95,000 ⁰⁰	\$95,000 ⁰⁰
11	10-Inch Overflow Piping – Storage Tank Site	1	LS	\$15,000 ⁰⁰	\$15,000 ⁰⁰
12	6-Inch Drain and 8-Inch Overflow Piping – Storage Tank Site	1	LS	\$35,000 ⁰⁰	\$35,000 ⁰⁰
13	4-Inch Well Connection Piping – Storage Tank Site	1	LS	\$35,000 ⁰⁰	\$35,000 ⁰⁰
14	Chain Link Fence and Gates – Storage Tank Site	270	LF	\$80 ⁰⁰	\$21,600 ⁰⁰

Groveland Community Services District
Potable Water Storage and Distribution System Improvements Project
Addendum No. 1 – Modifications to Contract Documents

Item No.	Item Description	Estimated Quantity	Units	Unit Price	Item Total
15	Culvert and Headwall Improvements - Storage Tank Site	45	LF	\$ 475 ⁰⁰	\$ 21,375 ⁰⁰
16	Electrical & Instrumentation – Storage Tank Site	1	LS	\$ 140,000 ⁰⁰	\$ 140,000 ⁰⁰
17	SCADA Integration - Storage Tank Site	1	LS	\$ 12,372.08	\$ 12,372.08
18	Traffic Control	1	LS	\$ 25,000 ⁰⁰	\$ 25,000 ⁰⁰
19	Demolition – Water Distribution System	1	LS	\$ 30,000 ⁰⁰	\$ 30,000 ⁰⁰
20	8-Inch Watermain – Water Distribution System	5,500	LF	\$ 115 ⁰⁰	\$ 632,500 ⁰⁰
21	Watermain Fittings – Water Distribution System	125	EA	\$ 590 ⁰⁰	\$ 73,750 ⁰⁰
22	Gate Valves – Water Distribution System	47	EA	\$ 2,850 ⁰⁰	\$ 133,950 ⁰⁰
23	Fire Hydrants – Water Distribution System	10	EA	\$ 7,900 ⁰⁰	\$ 79,000 ⁰⁰
24	Air Release Valves – Water Distribution System	5	EA	\$ 5,550 ⁰⁰	\$ 27,750 ⁰⁰
25	Pressure Reducing Station – Water Distribution System	3	EA	\$ 55,000 ⁰⁰	\$ 165,000 ⁰⁰
26	Rock Excavation	700	CY	\$ 1 ⁰⁰	\$ 700 ⁰⁰
27	Preparation, Implementation and Management Of Stormwater Pollution Prevention Plan (SWPPP)	1	LS	\$ 30,000 ⁰⁰	\$ 30,000 ⁰⁰
28	Tuolumne County Air Pollution Control District (Permit To Construct)	1	LS	\$ 500 ⁰⁰	\$ 500 ⁰⁰
29	As-Built Drawings	1	LS	\$ 1,000 ⁰⁰	\$ 1,000 ⁰⁰
Base Bid Total					\$ 2,919,497⁰⁸
1	Exterior Tank Insulation/Coating (Existing Storage Tank) – Storage Tank Site	1	LS	\$ 50,000 ⁰⁰	\$ 50,000 ⁰⁰
2	Exterior Tank Insulation/Coating (New Storage Tank) – Storage Tank Site	1	LS	\$ 50,000 ⁰⁰	\$ 50,000 ⁰⁰
3	Retrofit Existing Storage Tank with New Inlet/Outlet & Circulation Piping – Storage Tank Site	1	LS	\$ 10,000 ⁰⁰	\$ 10,000 ⁰⁰
4	8-Inch Water Main Extension & Existing 4-Inch Water Main Demolition/Abandonment - Water Distribution System	1	LS	\$ 225,000 ⁰⁰	\$ 225,000 ⁰⁰
Bid Additive Total					\$ 335,000⁰⁰
Base Bid Plus All Additives Total					\$ 3,254,497⁰⁸

Total Base Bid Price Two Million, Nine Hundred Ninety Thousand, 08 (\$2,919,497⁰⁸)
Four Hundred Ninety Seven Dollars & 08/100
(use words)

Total Bid Additive Price Three Hundred Thirty Five Thousand, 00 (\$335,000⁰⁰)
(use words)

Total Base Bid plus Additives Price Three Million, Two Hundred Fifty Four (\$3,254,497⁰⁸)
(use words)

Thousand, Four Hundred Ninety Seven
Dollars & 08/100

See ADDENDUM #1 BIA schedule

ARTICLE 5 - BASIS OF BID

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

Item No.	Item Description	Estimated Quantity	Units	Unit Price	Item Total
Base Bid Items					
1	Mobilization, Demobilization, Bonds and Insurance	1	LS		
2	Temporary Storage Tank Improvements – Storage Tank Site	1	LS		
3	Demolition – Storage Tank Site	1	LS		
4	Existing 140,000 Gal Storage Tank Miscellaneous Improvements – Storage Tank Site	1	LS		
5	New Chlorine Dosing System for Existing Storage Tank – Storage Tank Site	1	LS		
6	New 140,000 Gal Storage Tank Above Ground Epoxy Coated Bolted Steel Storage Tank – Storage Tank Site	1	LS		
7	New Chlorine Dosing System for New Storage Tank – Storage Tank Site	1	LS		
8	Earthwork, Site Grading and Site Resurfacing – Storage Tank Site	1	LS		
9	Modular Retaining Wall - Storage Tank Site	1	LS		
10	8-Inch Inlet/Outlet & Circulation Piping – Storage Tank Site	1	LS		
11	10-Inch Overflow Piping – Storage Tank Site	1	LS		
12	6-Inch Drain and 8-Inch Overflow Piping – Storage Tank Site	1	LS		
13	4-Inch Well Connection Piping – Storage Tank Site	1	LS		
14	Chain Link Fence and Gates – Storage Tank Site	270	LF		
15	Culvert and Headwall Improvements - Storage Tank Site	45	LF		
16	Electrical & Instrumentation – Storage Tank Site	1	LS		
17	SCADA Integration - Storage Tank Site	1	LS		
18	Traffic Control	1	LS		
19	Demolition – Water Distribution System	1	LS		
20	8-Inch Watermain – Water Distribution System	5,500	LF		
21	Watermain Fittings – Water Distribution System	125	EA		
22	Gate Valves – Water Distribution System	47	EA		
23	Fire Hydrants – Water Distribution System	10	EA		
24	Air Release Valves – Water Distribution System	5	EA		
25	Pressure Reducing Station – Water Distribution System	3	EA		
26	Rock Excavation	700	CY		
27	Preparation, Implementation and Management Of Stormwater Pollution Prevention Plan (SWPPP)	1	LS		
28	Tuolumne County Air Pollution Control District (Permit To Construct)	1	LS		
29	As-Built Drawings	1	LS		
Base Bid Total					

Item No.	Item Description	Estimated Quantity	Units	Unit Price	Item Total
1	Exterior Tank Insulation/Coating (Existing Storage Tank) – Storage Tank Site	1	LS		
2	Exterior Tank Insulation/Coating (New Storage Tank) – Storage Tank Site	1	LS		
3	Retrofit Existing Storage Tank with New Inlet/Outlet & Circulation Piping – Storage Tank Site	1	LS		
4	8-Inch Water Main Extension & Existing 4-Inch Water Main Demolition/Abandonment - Water Distribution System	1	LS		
Bid Additive Total					
Base Bid Plus All Additives Total					

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

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

Total Base Bid plus Additives Price _____ (\$ _____)
(use words)

ARTICLE 6 - TIME OF COMPLETION

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

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

ARTICLE 7 - ATTACHMENTS TO THIS BID

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

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

ARTICLE 8 - DEFINED TERMS

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

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

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

Name (typed or printed): _____

A Corporation

Corporation Name: Njirich & Sons, Inc.

State or Jurisdiction of Incorporation: California

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

By: Cory Njirich
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Cory Njirich

Title: Vice President

Attest Joe A. Magney
(Signature of Corporate Secretary)

Date of Qualification to do business in California [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@njrichandsons.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 July 24, _____, 2024.

END OF SECTION

SECTION 004200
NONCOLLUSION AFFIDAVIT

Cory Njirich

_____ being first duly sworn, deposes and says that he/she is Vice 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.

Cory Njirich
Bidder

State of California)
County of Tulare) 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.

Notary Public

END OF SECTION



CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

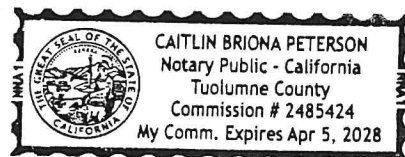
see attached CBP

 Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)

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

State of California
 County of Tuolumne

Subscribed and sworn to (or affirmed) before me
 on this 23 day of July, 2024,
 by Cony Njirich
 (1) _____
 (and (2) N/A),
 Name(s) of Signer(s)



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

 Signature of Notary Public

Seal
 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: Non collusion Affidavit Document Date: July 23 2024
 Number of Pages: 1 Signer(s) Other Than Named Above: N/A

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: July 24, 2024

Description: POTABLE WATER STORAGE AND DISTRIBUTION SYSTEM IMPROVEMENTS PROJECT

BOND

Bond Number: 52

Date (Not earlier than Bid due date): July 12, 2024

Penal sum Five Percent (Words) \$ 5% (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

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

SURETY

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

By: Shadeg Njirich
Signature

By: Shirley Baugh
Signature (Attach Power of Attorney)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

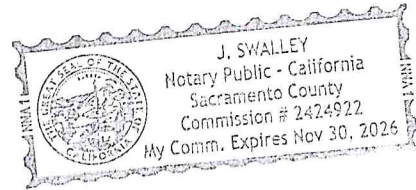
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sacramento)
On 7-12-24 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

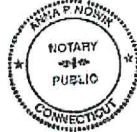
City of Hartford ss.

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 **12th** day of **July**, 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: 

Name: Cory Njirich

Title: Vice President

Date: July 24, 2024

END OF SECTION

SECTION 004800
LIST OF SUBCONTRACTORS

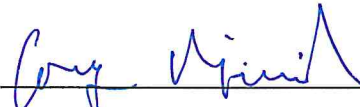
Each bidder shall complete the information listed below for each of the Subcontractors who will perform a portion of the Contract work.

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 work	3%	Baldwin construction	Sonoma, CA	946925	100203226
2 Fencing	1%	Alderson Fencing	Jamestown, CA	1082028	1000935442
3 Boring	2%	Pacific Boring	Canby, CA	553794	100003353
4 Tank	11%	Paso Robles Tank	Hemet, CA	784971	100002079 - CD
5 Tank	6%	Thompson Tank	Bakersfield, CA	995838	100009297
6					
7					
8					
9					
10					
11					
12					

(Add additional sheets if necessary)

BIDDER: Njirich & Sons, Inc.

Signature: 

Date: July 24, 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>Shelly Njirich</u>	X _____
B. _____ KIMBERLIE A MAGNEY / SECRETARY	X <u>Kimberlie A Magney</u>	X _____
C. _____ CORY M NJIRICH / VICE-PRESIDENT	X <u>Cory Njirich</u>	X _____
D. _____	X _____	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	95%	\$ 1,493,516.00	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	

ADDENDUM NO. 1

July 11, 2024

Project: Groveland Community Services District – Potable Water Storage and Distribution System Improvements 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 *Can we use the Tuolumne County SCADA integrator in lieu of ICAD?*

A. ICAD shall complete all integration work for this Project.

1. See revised bid schedule with ICADs associated costs for integration for the Project.

B. If delays are observed due to ICAD integration work, additional days will be added to the contract.

1.02 *Do you have a copy of the encroachment permit drawings and who will be responsible for providing the traffic control plan/traffic control infrastructure (Such as k-rail, signage, etc)?*

A. Per Section 015526 – Traffic Regulations, it is the contractor's responsibility to develop, submit and receive approval for the Traffic Control Plan.

B. Contractor will be responsible for furnishing and installing all traffic control equipment required by the entity with jurisdiction over the roadway.

1. See Appendix A for the Caltrans encroachment permit plans with k-rail for traffic control displayed.

1.03 *Can you please provide the PG&E project manager's contact information?*

A. Below lists the contact information for the PG&E project manager:

1. Milton Teaney | SNBR, Local Service Planning & Design – Merced

2. Electric Operations - Pacific Gas and Electric Company

3. 4155 E Childs Ave, | Merced CA 95341

4. ☎ 209-726-6312 (Off) | ☎ 559.240-2106 (Cell) | ✉ m2tv@pge.com

1.04 *Can you provide photos of the inside of the PLC cabinet?*

A. See Appendix B for images of the inside of the PLC cabinet.

1.05 *Can you please provide the As-Built Drawings for the AT&T tower?*

A. See Appendix C.

1.06 *When the PG&E pole is relocated, who is responsible for reconnecting the existing infrastructure that is on the existing pole?*

A. Per Drawing E-01, the contractor shall be responsible for reconnecting all existing power/communication wire from the new location to the current end location.

1. This includes the overhead communication wires being run through a new underground conduit from the relocated pole to the PLC cabinet.

2. Reconnection work includes the complete, in place, relocation of all existing electrical infrastructure mounted to the pole. This includes but is not limited to, testing to see which existing infrastructure is live, potholing to locate existing conduits (available as-builts provided in the contract document link), as well as the furnish and installation of new conduits/wiring for

power/communications. All wiring and conduits requiring replacement or relocation shall be replaced in kind.

1.07 *Does the PLC cabinet need to stay active during construction of the proposed improvements?*

- A. **Yes, the PLC cabinet must stay active during the completion of the Project's scope of work.**
- B. **Contractor shall be responsible for providing a standby generator for this to remain active.**

1.08 *When is Notice to Proceed estimated to be issued?*

- A. **Notice to proceed shall be issued as soon as possible following award.**
- B. **Award is estimated to occur in August 2024.**

1.09 *Are there any staging areas that can be used for the Project?*

- A. **Material can be stored on the Project site, the Groveland CSD office, along roadside per Caltrans/Tuolumne County requirements, or per request by the Contractor.**
 - 1. **Owner/Engineer shall approve of the proposed staging areas, in writing, before use.**
 - 2. **The Groveland CSD is not responsible for any lost, stolen or damaged material or equipment that is stored onsite.**

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

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

ARTICLE 5 - BASIS OF BID

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

Item No.	Item Description	Estimated Quantity	Units	Unit Price	Item Total
Base Bid Items					
1	Mobilization, Demobilization, Bonds and Insurance	1	LS		
2	Temporary Storage Tank Improvements – Storage Tank Site	1	LS		
3	Demolition – Storage Tank Site	1	LS		
4	Existing 140,000 Gal Storage Tank Miscellaneous Improvements – Storage Tank Site	1	LS		
5	New Chlorine Dosing System for Existing Storage Tank – Storage Tank Site	1	LS		
6	New 140,000 Gal Storage Tank Above Ground Epoxy Coated Bolted Steel Storage Tank – Storage Tank Site	1	LS		
7	New Chlorine Dosing System for New Storage Tank – Storage Tank Site	1	LS		
8	Earthwork, Site Grading and Site Resurfacing – Storage Tank Site	1	LS		
9	Modular Retaining Wall - Storage Tank Site	1	LS		
10	8-Inch Inlet/Outlet & Circulation Piping – Storage Tank Site	1	LS		
11	10-Inch Overflow Piping – Storage Tank Site	1	LS		
12	6-Inch Drain and 8-Inch Overflow Piping – Storage Tank Site	1	LS		
13	4-Inch Well Connection Piping – Storage Tank Site	1	LS		
14	Chain Link Fence and Gates – Storage Tank Site	270	LF		

Groveland Community Services District
 Potable Water Storage and Distribution System Improvements Project
 Addendum No. 1 – Modifications to Contract Documents

Item No.	Item Description	Estimated Quantity	Units	Unit Price	Item Total
15	Culvert and Headwall Improvements - Storage Tank Site	45	LF		
16	Electrical & Instrumentation – Storage Tank Site	1	LS		
17	SCADA Integration - Storage Tank Site	1	LS	\$12,372.08	\$12,372.08
18	Traffic Control	1	LS		
19	Demolition – Water Distribution System	1	LS		
20	8-Inch Watermain – Water Distribution System	5,500	LF		
21	Watermain Fittings – Water Distribution System	125	EA		
22	Gate Valves – Water Distribution System	47	EA		
23	Fire Hydrants – Water Distribution System	10	EA		
24	Air Release Valves – Water Distribution System	5	EA		
25	Pressure Reducing Station – Water Distribution System	3	EA		
26	Rock Excavation	700	CY		
27	Preparation, Implementation and Management Of Stormwater Pollution Prevention Plan (SWPPP)	1	LS		
28	Tuolumne County Air Pollution Control District (Permit To Construct)	1	LS		
29	As-Built Drawings	1	LS		
Base Bid Total					
1	Exterior Tank Insulation/Coating (Existing Storage Tank) – Storage Tank Site	1	LS		
2	Exterior Tank Insulation/Coating (New Storage Tank) – Storage Tank Site	1	LS		
3	Retrofit Existing Storage Tank with New Inlet/Outlet & Circulation Piping – Storage Tank Site	1	LS		
4	8-Inch Water Main Extension & Existing 4-Inch Water Main Demolition/Abandonment - Water Distribution System	1	LS		
Bid Additive Total					
Base Bid Plus All Additives Total					

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

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

Total Base Bid plus Additives Price _____ (\$ _____)
(use words)

Part 3 - MODIFICATIONS ARE BEING MADE TO THE TECHNICAL SPECIFICATIONS. THE MODIFICATIONS ARE AS FOLLOWS:

3.01 Section 012200, Paragraph 1.17 – SCADA Integration – Storage Tank shall be revised as follows:

A. Bid item #17 – SCADA INTEGRATION – Storage Tank Site

1. This is a lump sum bid item for the complete, fully operational integration of the new storage tank pressure transmitter, **two new dosing pumps and new/existing storage tank mixer** into the Groveland CSD existing SCADA system as shown on the Plans and as specified in these technical specifications.
2. All SCADA integration shall be included in this bid item and all SCADA integration work shall be completed by ICAD.
 - a. Contractor shall receive a proposal from ICAD for the completion of this work.
 - b. See Section 404500 for more information.

3.02 Section 404500 – Plant Control and SCADA Systems, Paragraph 1.10 (A), shall be revised as follows:

A. New Storage Tank - Pressure Transmitter (PT-110):

1. Automatic operation:
 - a. Automatic signal from pressure transmitter
 - b. Maximum day, and average day water level will be required.
 - c. Alarm for power failure
2. Interconnection with existing Booster Pump Station:
 - a. Ability for manual operation of the existing Booster Pumps at the pump station.
 - b. Automatic operation to Booster Pumps:
 - Set points on Pressure Transmitter for Booster Pump Station Activation: PT-110
 - Low Low level alarm TBD
 - Level 1 Alarm
 - Low level alarm TBD
 - Start pump TBD
 - High level alarm TBD
 - Stop pumps TBD
 - **Rapid water level drop to start pumps RATE TBD**
3. There is the potential for additional requirements to be determined in the field.
4. Interconnection with existing pressure transmitter:

- a. A hardware switch (selection of both pressure transmitters, new tank pressure transmitter or existing tank pressure transmitter) or programmable software logic shall be included to provide use of both pressure transmitter data when both tanks are active or only one pressure transmitter data while one tank is shut down for maintenance.

3.03 *Following Section 404500 – Plant Control and SCADA Systems, Paragraph 1.10 (A), the following information shall be added:*

A. Existing Storage Tank Dosing Pump

1. Ability for manual operation of the dosing pump at the pump.
2. Remote operation of the dosing pump via SCADA.
 - a. Ability to turn on and off the dosing pump.
 - b. Display status of dosing pump.
3. There is the potential for additional requirements to be determined in the field.

B. New Storage Tank Dosing Pump

1. Ability for manual operation of the dosing pump at the pump.
2. Remote operation of the dosing pump via SCADA.
 - a. Ability to turn on and off the dosing pump.
 - b. Display status of dosing pump.
3. There is the potential for additional requirements to be determined in the field.

C. Existing Storage Tank Mixer

1. Ability for manual operation of the tank mixer at the storage tank.
 - a. Display status of tank mixer.
2. There is the potential for additional requirements to be determined in the field.

D. New Storage Tank Mixer

1. Ability for manual operation of the tank mixer at the storage tank.
 - a. Display status of tank mixer.
2. There is the potential for additional requirements to be determined in the field.

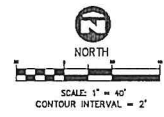
Part 4 - MODIFICATIONS ARE BEING MADE TO THE PLANS. THE MODIFICATIONS ARE AS FOLLOWS:

4.01 *Drawing E-01 (Sheet 33) shall be deleted and replaced with the enclosed drawings.*

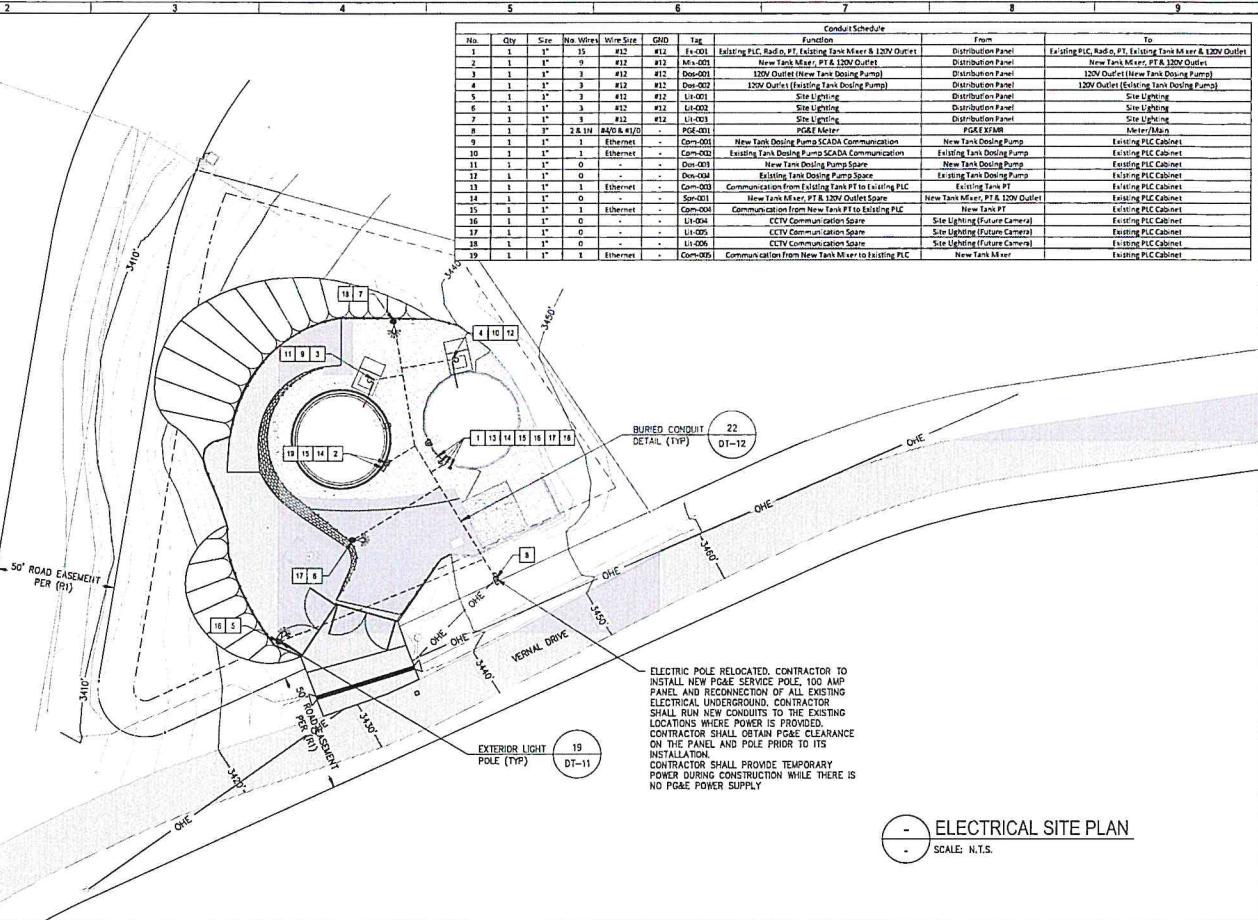
- A. Revisions made are the addition of a communication conduit/wire for the new tank mixer to the existing PLC cabinet (No. 19).

CONSTRUCTION NOTE:

- CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE AND IN PLACE CONNECTION OF THE PRESSURE TRANSMITTERS, DOSING PUMP PROPOSED AT THE NEW STORAGE TANK AND THE NEW DOSING PUMP FOR THE EXISTING STORAGE TANK TO THE EXISTING PLC/RADIO AT THE EXISTING TANK.
- ICAD INC. WILL BE RESPONSIBLE FOR ALL INTEGRATION OF THE NEW INPUTS INTO THE GROVELAND CSD SYSTEM. CONTRACTORS SHALL COORDINATE WITH ICAD INC. FOR THIS WORK AND INCLUDE COSTS FOR THIS IN THEIR BID PACKAGE.
- ALL 90° ELBOWS SHOWN SHALL BE LONG RADIUS ELBOWS.

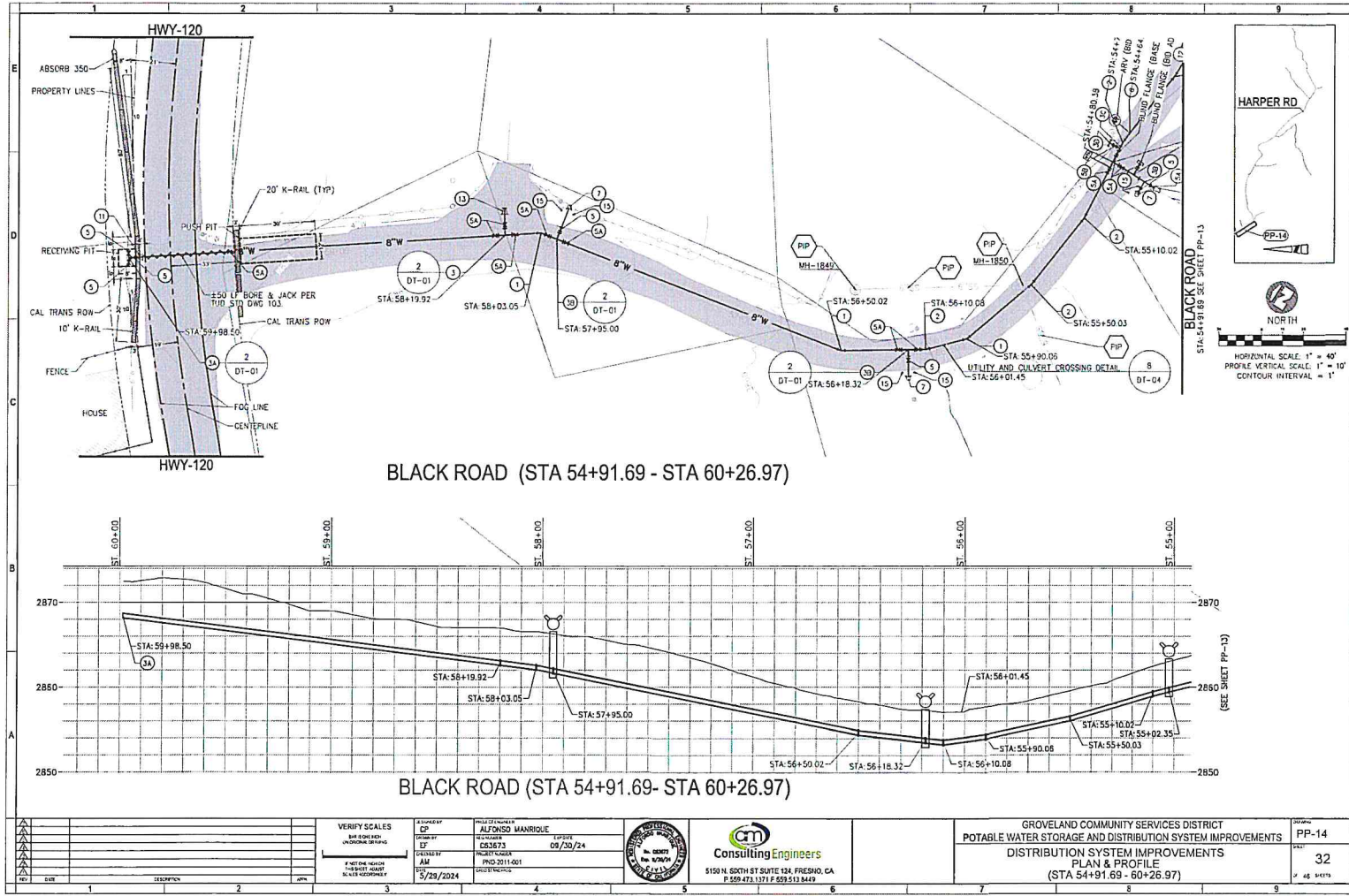


No.	Qty.	Size	No. Wires	Wire Size	GHZ	Tag	Function	From	To
1	3	1"	25	#12	#12	EX-001	Existing PLC, Radio, PT, Existing Tank Mixer & 120V Outlet	Distribution Panel	Existing PLC, Radio, PT, Existing Tank Mixer & 120V Outlet
2	1	1"	9	#12	#12	MS-001	New Tank Mixer, PT & 120V Outlet	Distribution Panel	New Tank Mixer, PT & 120V Outlet
3	1	1"	3	#12	#12	DOS-001	Dosing Outlet (New Tank Dosing Pump)	Distribution Panel	120V Outlet (New Tank Dosing Pump)
4	1	1"	3	#12	#12	DOS-002	120V Outlet (Existing Tank Dosing Pump)	Distribution Panel	120V Outlet (Existing Tank Dosing Pump)
5	1	1"	3	#12	#12	LIT-001	Site Lighting	Distribution Panel	Site Lighting
6	1	1"	3	#12	#12	LIT-002	Site Lighting	Distribution Panel	Site Lighting
7	1	1"	3	#12	#12	LIT-003	Site Lighting	Distribution Panel	Site Lighting
8	1	1"	2 & 1W	RAD & #12D	-	PG&E-001	PG&E Meter	PG&E METER	Meter/Main
9	1	1"	1	Ethernet	-	Com-001	New Tank Dosing Pump SCADA Communication	New Tank Dosing Pump	Existing PLC Cabinet
10	1	1"	1	Ethernet	-	Com-002	Existing Tank Dosing Pump SCADA Communication	Existing Tank Dosing Pump	Existing PLC Cabinet
11	1	1"	0	-	-	DOS-003	New Tank Dosing Pump Spare	New Tank Dosing Pump	Existing PLC Cabinet
12	1	1"	0	-	-	DOS-004	Existing Tank Dosing Pump Spare	Existing Tank Dosing Pump	Existing PLC Cabinet
13	1	1"	1	Ethernet	-	Com-003	Communication from Existing Tank PT to Existing PLC	Existing Tank PT	Existing PLC Cabinet
14	1	1"	0	-	-	SPN-001	New Tank Mixer, PT & 120V Outlet Spare	New Tank Mixer, PT & 120V Outlet	Existing PLC Cabinet
15	1	1"	1	Ethernet	-	Com-004	Communication from New Tank PT to Existing PLC	New Tank PT	Existing PLC Cabinet
16	1	1"	0	-	-	LIT-004	CCTV Communication Spare	Site Lighting (Future Camera)	Existing PLC Cabinet
17	1	1"	0	-	-	LIT-005	CCTV Communication Spare	Site Lighting (Future Camera)	Existing PLC Cabinet
18	1	1"	0	-	-	LIT-006	CCTV Communication Spare	Site Lighting (Future Camera)	Existing PLC Cabinet
19	1	1"	1	Ethernet	-	Com-005	Communication from New Tank Mixer to Existing PLC	New Tank Mixer	Existing PLC Cabinet



<p>VERIFY SCALES</p> <p>DATE: 7/11/2024</p>	<p>DESIGNED BY: CP</p> <p>DRAWN BY: ET</p> <p>CHECKED BY: AM</p> <p>DATE: 7/11/2024</p>	<p>PROJECT NUMBER: ALFONSO MANRIQUE</p> <p>PROJECT DATE: 09/20/24</p> <p>PROJECT NAME: GROVELAND CSD</p> <p>DATE: 7/11/2024</p>		<p>Consulting Engineers</p> <p>5150 N. SIXTH ST SUITE 124, FRESNO, CA</p> <p>P: 559.471.1371 F: 559.513.8449</p>	<p>GROVELAND COMMUNITY SERVICES DISTRICT</p> <p>POTABLE WATER STORAGE AND DISTRIBUTION SYSTEM IMPROVEMENTS</p> <p>POTABLE WATER STORAGE IMPROVEMENTS</p> <p>ELECTRICAL SITE PLAN</p>	<p>DATE: E-01</p> <p>NO: 33</p> <p>DATE: 07/11/24</p>
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Appendix A
Caltrans Encroachment Permit Plans

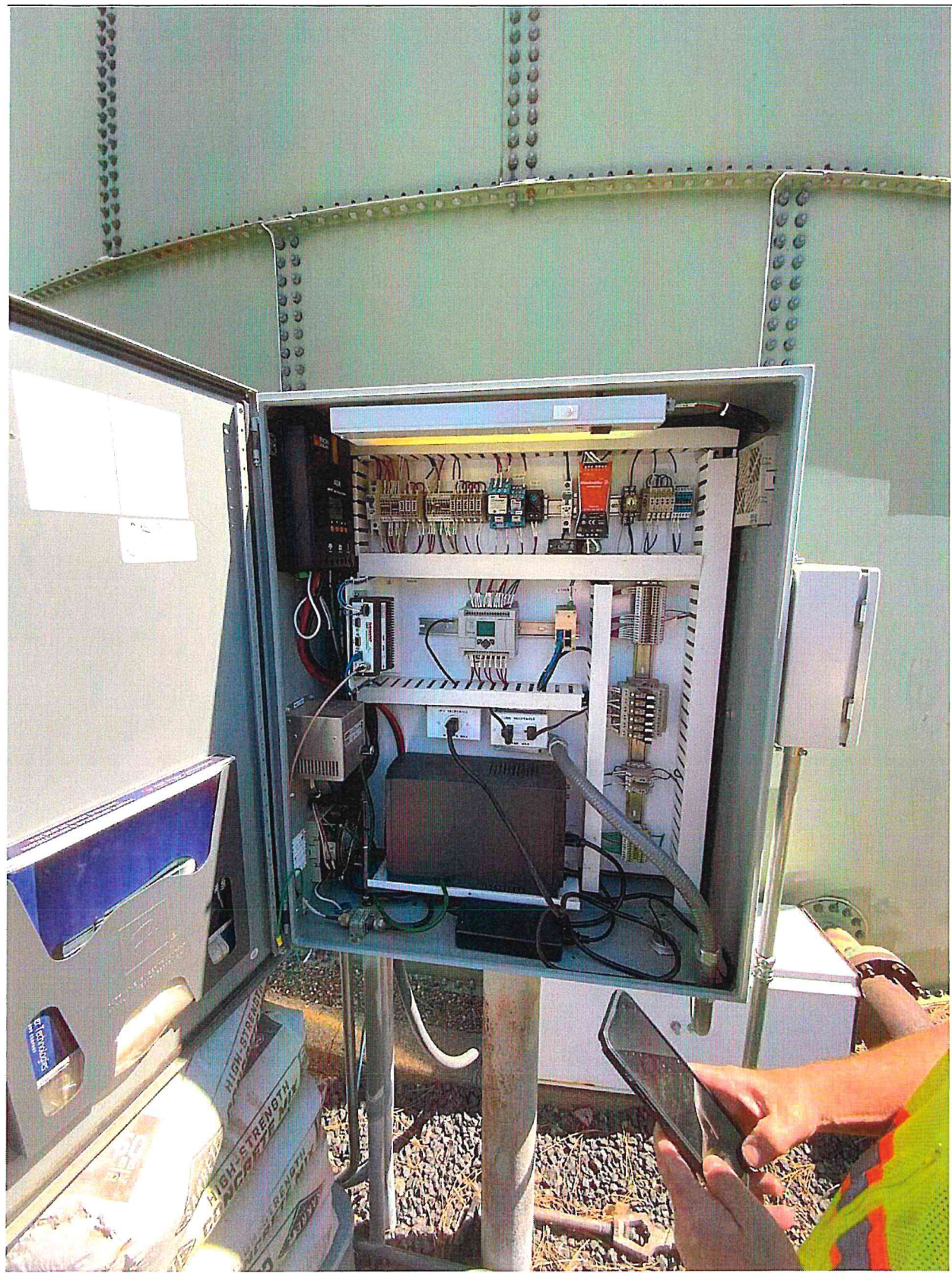


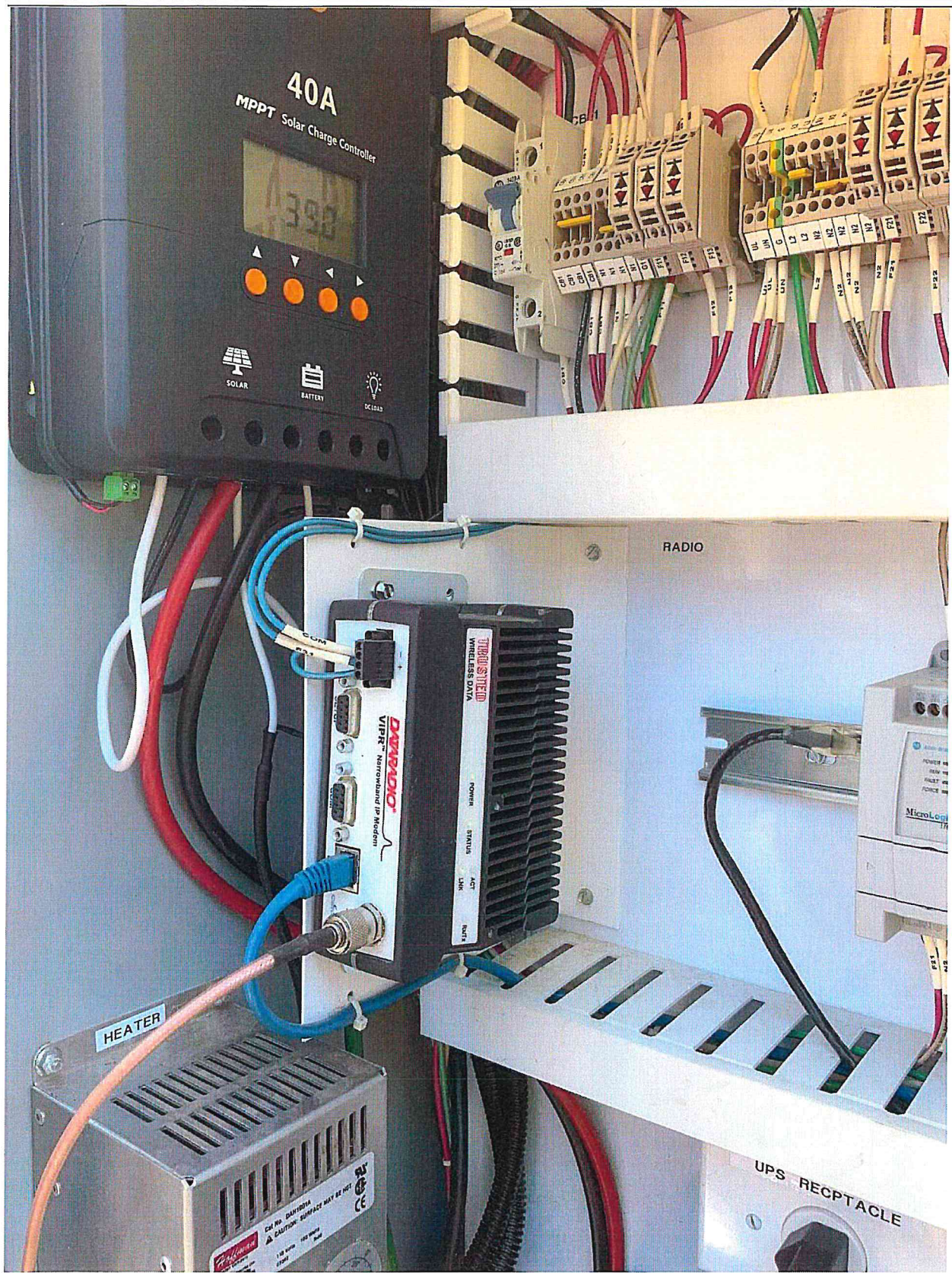
BLACK ROAD (STA 54+91.69 - STA 60+26.97)

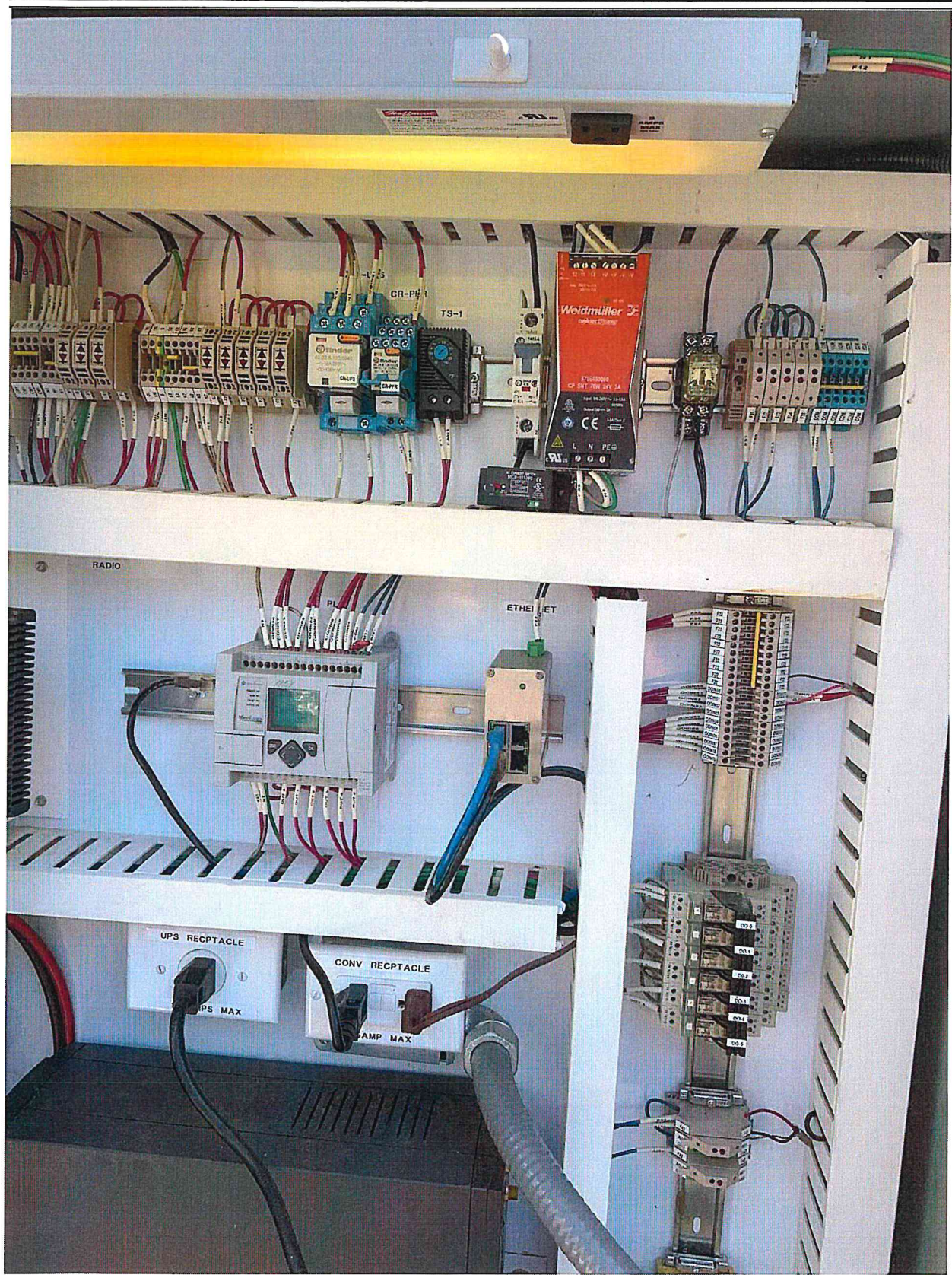
BLACK ROAD (STA 54+91.69 - STA 60+26.97)

VERIFY SCALES DATE: 5/29/2024		PROJECT: GROVELAND COMMUNITY SERVICES DISTRICT POTABLE WATER STORAGE AND DISTRIBUTION SYSTEM IMPROVEMENTS DISTRIBUTION SYSTEM IMPROVEMENTS PLAN & PROFILE (STA 54+91.69 - 60+26.97)		SHEET: PP-14 OF: 46	
DESIGNED BY: ALFONSO MARRIQUE CHECKED BY: EY DATE: 08/30/24		CONSULTING ENGINEERS 5150 N. 56TH ST SUITE 124, FRESNO, CA P: 559.473.1373 F: 559.513.8469		DATE: 5/29/2024	

Appendix B
PLC Cabinet Photos







Appendix C
AT&T Tower As-Builts

