

**AGENDA
OAKDALE IRRIGATION DISTRICT
BOARD OF DIRECTORS
SPECIAL MEETING
OCTOBER 19, 2026**

A complete copy of the Agenda packet will be available on the Oakdale Irrigation District website <https://www.oakdaleirrigation.com/>.

If you would like to join the meeting virtually instead of in person, please see the below options:

- To join the meeting via teleconference, [CLICK HERE](#) or go to <https://www.oakdaleirrigation.com/> and select "View Meetings Online".
- To participate in the meeting via telephone, dial in at 1 (669) 900-9128, Access Code: 358-572-1867 #, the message will ask for a participant ID, just press # again. If you experience technical difficulties, please contact our IT Systems Administrator Michael Ballinger at (209) 896-6887.

Public comments may be submitted in advance via email to smoody@oakdaleirrigation.com no later than 4:30 p.m. on the day before the meeting. If you wish to make public comments during the live teleconference, you may alert the Board President at the time public comments are called for. Pursuant to Government Code section 54954.3(b)(1), public comment on an Agenda Item is limited to five (5) minutes.

CALL TO ORDER: 12:45 p.m. – District Boardroom
1205 East F Street, Oakdale, California

PLEDGE OF ALLEGIANCE

ROLL CALL: Brad DeBoer, Jacob DeBoer, Herman Doornenbal, Tom Orvis, and Ed Tobias

ADDITION OR DELETION OF AGENDA ITEMS

ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE

PUBLIC COMMENT: The Board of Directors welcomes participation in its meetings. This time is provided for the public to address the Directors of the District on matters of concern that fall within the jurisdiction of the Board that are not on the agenda.

Because matters being discussed are not on the agenda there should be no expectation of discussion or comment by the Board except to properly refer the matter for review or action as appropriate. Matters concerning District operations or responsibilities can be addressed prior to Board meetings by contacting District Management or Directors. In this manner, your concerns can be addressed expeditiously.

The Oakdale Irrigation District Board pledges to be respectful, truthful, knowledgeable, productive and unified in conducting the people's business. The Board believes in conducting its business using respectful and civil dialogue and would request that the public conduct itself in a similar fashion in their presentations. Disrespectful and threatening behavior will not be tolerated.

It is not required, but speakers may provide their name and address. Public Comments will be limited to five minutes per speaker.

CLOSED SESSION

Page No.

- | | | |
|----|--|----------|
| 1. | CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Pursuant to Government Code §54956.9(d)(4)
Four (4) Matters | 4 |
|----|--|----------|

ACTION CALENDAR

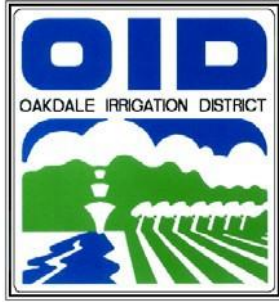
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|----|---|-----------|
| 2. | Review and Take Possible Action to Award the Bid to the Lowest Responsive and Responsible Bidder for the Paulsell Lateral Expansion – Phase 2 Project, Authorize the General Manager to Execute Associated Change Orders, and Amend the 2026 Budget for an Additional \$3,500,000 | 6 |
| 3. | Review and Take Possible Action to Approve Work Release No. 16 to Professional Services Agreement 2024-PSA-002 with Provost & Pritchard, Inc. to Provide Construction Management and Quality Assurance Services for the Paulsell Lateral Expansion – Phase 2 Project | 29 |
| 4. | Review and Take Possible Action to Reject the Claim Submitted by Drill Tech Drilling & Shoring, Inc. | 36 |
| 5. | Review and Take Possible Action to Reject the Claim Submitted by the Estate of Twyla Jean Capurro, et al | 40 |

ADJOURNMENT

- The next Regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, November 3, 2026, at 9:00 a.m.** in the boardroom at 1205 East F Street, Oakdale, CA.
- The next Joint Board Meeting of the **South San Joaquin and Oakdale Irrigation Districts** serving the **Tri-Dam Project** and **Tri-Dam Power Authority** and other joint business matters is scheduled for **Thursday, November 19, 2026, at 9:00 a.m.** in the boardroom at the office of Oakdale Irrigation District at 1205 East F Street, Oakdale, CA 95361.

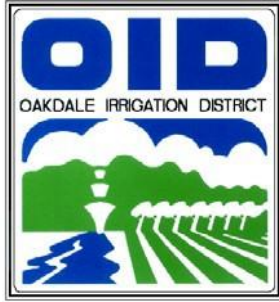
Writings distributed to Board Members in connection with the open session items on this agenda are available for public inspection in the office of the Board Secretary. Any person who has a question concerning any of the agenda items may call the Executive Assistant at (209) 840-5502.

ADA Compliance Statement: In compliance with the American Disability Act, if you need special assistance to participate in this meeting, please contact the Executive Assistant at (209) 840-5502. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting.



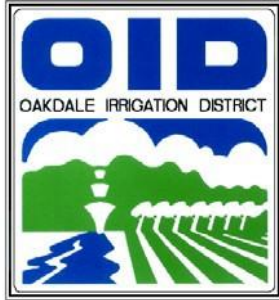
PUBLIC COMMENT

**SPECIAL BOARD
MEETING OF
OCTOBER 19, 2026**



CLOSED SESSION ITEMS

**SPECIAL BOARD
MEETING OF
OCTOBER 19, 2026**



AGENDA ITEMS ACTION CALENDAR

SPECIAL BOARD MEETING OF OCTOBER 19, 2026

BOARD AGENDA REPORT

Date: October 19, 2026
Item Number: 2
APN: Varies

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO AWARD THE BID TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER FOR THE PAULSELL LATERAL EXPANSION – PHASE 2 PROJECT AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE ASSOCIATED CHANGE ORDERS, AND AMEND THE 2026 BUDGET FOR AN ADDITIONAL \$3.5 MILLION

RECOMMENDED ACTION: Board Discretion to Award the Bid to the Lowest Responsive and Responsible Bidder for the Paulsell Lateral Expansion – Phase 2 Project and Authorize the General Manager to Execute Associated Change Orders, and amend the 2026 budget for an additional \$3.5 million

BACKGROUND AND/OR HISTORY:

Staff solicited bids for the Oakdale Irrigation District (OID or District) Paulsell Lateral Expansion – Phase 2 Project (Project). The Project builds on the Phase 1 portion of the project completed last year, in which approximately 6 miles of the Paulsell Lateral was rebuilt from its headgate to the Fahey Creek crossings.

Overall, the entire project will increase the capacity of the existing Paulsell Lateral to greatly reduce operational spill, improve the level of service, and provide in-lieu and direct groundwater recharge benefits to over 5,713 acres (2,109 acres in-District, 3,604 acres out-of-District) in the Modesto Groundwater Subbasin. The proposed Phase 2 Project work consists of improvements to the downstream approximately 2.5 miles of the Paulsell Lateral with canal restructuring throughout, installation of 3 automated check structures, replacement of 2 driveway crossings, one road crossing, and one railroad crossing, all with large diameter concrete pipe.

This Project included Additive Bid Items, consisting of fencing improvements, which will not be awarded as part of this project. The bid specifications noted that the lowest responsive and responsible bid would be determined based solely on the Total Base Bid Price, without consideration of the prices submitted for the Additive Bid Items. There were three (3) Project bids received by the September 28, 2026 deadline. Those bids have been reviewed and provided to the Board of Directors to determine the lowest responsive and responsible bid. OID staff recommends that the Board make its determination at its discretion.

FISCAL IMPACT:

Estimated \$7.9 million – \$10.3 million total Project cost inclusive of a 10% contingency, estimated Sierra Northern Railroad track removal and replacement, construction staking by Cole Land Surveyors, OID-furnished materials (i.e. Rubicon gates, MBI turnout structures and slide gates, PVC pipe, large diameter concrete pipe) contract preparation and bid support, and construction management and quality assurance services during construction (\$2 million is included in the 2026 Budget).

ATTACHMENTS:

- Project Bid Summary
 - Project Bid Section 00530 – SMCI/Obayashi Joint Venture
 - Project Bid Section 00530 – Njirich & Sons, Inc.
 - Project Bid Section 00530 – Syblon Reid Construction, Inc.
-

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

Orvis (Yes/No) Doornenbal (Yes/No) B. DeBoer (Yes/No) Tobias (Yes/No) J. DeBoer (Yes/No)

Action(s) to be taken:

Oakdale Irrigation District
Paulsell Lateral Canal Expansion - Phase 2
Bid Opening Total Base Bid Price
September 28, 2026

Bidder	Base Bid Price (Low to High)
SMCI	\$ 5,881,952.00
N&S	\$ 6,132,710.00
Syblon Reed	\$ 8,082,443.00

SECTION 00530

BID

Bid Opening: 2:00 p.m.
on Monday, September 28, 2026
Via Public Purchase Website

In response to your call for bids, the undersigned (also referred to as “Bidder”) having examined the site of the Work, the Contract Documents, Contract Drawings, and documents attached thereto, or other documents that are otherwise implied, hereby proposes to furnish the labor, all equipment, all materials, all devices and other costs including federal, state, county and local sales or other taxes, to do the work for which prices are quoted below, and to complete all work ready for use within the number of working days specified and in accordance with said Contract Documents.

In the following Bid, amounts shall be shown in figures for the bid items. The total base Bid Price shall be shown in both words and figures. In case of discrepancy between the words and figures, the words will govern.

Unit Quantities

The Owner reserves the right to adjust unit quantities to greater or less than twenty-five percent (25%) of the estimated quantities without change to the Contractor’s Bid Unit Price.

Mobilization/Demobilization Costs

Mobilization and demobilization shall be paid as a percentage complete of the Contract lump sum (LS) price for Bid Items 1A and 1B. The combined mobilization and demobilization bid amount shall not exceed ten percent (10%) of the total bid amount. The demobilization bid amount shall be equal to or greater than twenty percent (20%) of the mobilization bid line item amount.

OAKDALE IRRIGATION DISTRICT
Paulsell Lateral Expansion – Phase 2
Schedule of Baseline Bid Prices

Bid Item	Bid Item Description	*Estimated Quantity	Unit	Unit Price	Unit Price Extension
1. Mobilization and Demobilization					
1A	Site Mobilization	1	LS	\$ 480,000.00	\$ 480,000.00
1B	Site Demobilization	1	LS	\$ 96,000.00	\$ 96,000.00
1. Subtotal – Mobilization and Demobilization					\$ 576,000.00

2. Site Management/Access					
2A	Site Management	1	LS	\$ 211,700.00	\$ 211,700.00
2B	SWPPP, EPS, facilities, equipment, materials, operation, etc., including stormwater control and dewatering during construction	1	LS	\$ 266,300.00	\$ 266,300.00
2C	Site and Access Road Maintenance and Rehabilitation	1	AL	\$350,000	\$350,000
2 Subtotal – Site Management/Environnemental/Access					\$ 828,000.00

3. Canal					
3A	Canal Construction	1	LS	\$1,608,000.00	\$ 1,608,000.00
3B	Shotcrete Canal Liner	6,590	SF	\$ 15.00	\$ 98,850.00
3C	Concrete Canal Invert	2,750	SF	\$ 16.00	\$ 44,000.00
3D	Rip Rap Canal Liner	4,255	SF	\$ 12.00	\$ 51,060.00
3 Subtotal – Canal					\$ 1,801,910.00

4. Crossings					
4A	Crossing Apron Rip Rap	2,466	SF	\$ 19.00	\$ 46,854.00
4B	Crossing Apron Shotcrete	5,180	SF	\$ 16.00	\$ 82,880.00
4C	Crossing Apron Concrete	790	SF	\$ 50.00	\$ 39,500.00
4D	Air Vents	5	EA	\$ 10,000.00	\$ 50,000.00
4E	Farm Road – Sta. 340+17 – Headwall Structure	1	LS	\$ 90,000.00	\$ 90,000.00
4F	Farm Road – Sta. 340+17 – 60-in Pipeline	72	LF	\$ 1,400.00	\$ 100,800.00
4G	Drop Structure 7 – Sta. 358+74 – 60-inch Pipeline	36	LF	\$ 1,400.00	\$ 50,400.00
4H	Tim Bell Rd – Sta. 400+75 – Inlet Structure	1	LS	\$ 105,000.00	\$ 105,000.00
4J	Tim Bell Rd - Sta. 400+75 – 60-inch Pipeline	129	LF	\$ 1,400.00	\$ 180,600.00
4K	Railroad Crossing – Sta. 425+52 – Inlet Structure	1	LS	\$ 115,000.00	\$ 115,000.00
4L	Railroad Crossing – Sta. 425+52 – 60-inch Pipeline	~~130~~ 240	LF	\$ 1,500.00	\$ 360,000.00
4M	Drop Structure 9 – Sta. 430+04 – 42-inch Pipeline	60	LF	\$ 850.00	\$ 51,000.00
<u>4N</u>	<u>Drop Structure 9 – Sta. 430+04 – 36-inch Pipeline</u>	<u>36</u>	<u>LF</u>	<u>\$ 1,300.00</u>	<u>\$ 46,800.00</u>
4	Subtotal – Crossings				\$ 1,318,834.00

5. Drop Structures					
5A	Drop Structure Apron Rip Rap	3,844	SF	\$ 12.00	\$ 46,128.00
5B	Drop Structure Apron Shotcrete Liner	3,240	SF	\$ 17.00	\$ 55,080.00
5C	Drop Structure Apron Concrete Invert	400	SF	\$ 130.00	\$ 52,000.00
5D	Drop Structure 7 – Sta. 358+74	1	LS	\$ 150,000.00	\$ 150,000.00
5E	Drop Structure 8 – Sta. ~~384+10~~ <u>384+20</u>	1	LS	\$ 140,000.00	\$ 140,000.00
5F	Drop Structure 9 – Sta. 430+04	1	LS	\$ 120,000.00	\$ 120,000.00
5	Subtotal – Drop Structures				\$ 563,208.00

6. Turnouts					
6A	Turnout – Sta. 347+38	1	LS	\$ 35,000.00	\$ 35,000.00
6B	Turnout – Sta. ~~355+60~~ 351+34	1	LS	\$ 30,000.00	\$ 30,000.00
6C	Turnout – Sta. ~~358+65~~ 358+52	1	LS	\$ 35,000.00	\$ 35,000.00
6D	Turnout – Sta. 383+96	1	LS	\$ 35,000.00	\$ 35,000.00
6E	Turnout – Sta. 384+03	1	LS	\$ 35,000.00	\$ 35,000.00
6F	Turnout – Sta. ~~425+50~~ 424+43	1	LS	\$ 40,000.00	\$ 40,000.00
6G	Turnout – Sta. 429+83	1	LS	\$ 60,000.00	\$ 60,000.00
6 Subtotal – Turnouts					\$ 270,000.00

7. Private Crossings and Drainage					
7A	Private Crossings – 8-in – 15-in	2	EA	\$ 5,000.00	\$ 10,000.00
~~7B~~	~~Aerial Private Crossings – 8 in – 15-in~~	~~1~~	~~EA~~	~~\$ 0~~	~~\$ 0~~
7C	Piped Surface Drainage (E/CS2)	2	EA	\$ 5,000.00	\$ 10,000.00
7D	Sloped Surface Drainage (F/CS2)	~~3002,400~~	SF	\$ 20.00	\$ 48,000.00
7 Subtotal – Private Crossings and Drainage					\$ 68,000.00

8. Miscellaneous					
8A	Demolition	1	LS	\$ 56,000.00	\$ 56,000.00
8B	Disposal of Earth Spoils	1	LS	\$ 300,000.00	\$ 300,000.00
~~8C~~	~~Abandon Existing Railroad Crossing~~	~~1~~	~~LS~~	~~\$ 100,000.00~~	~~\$ 100,000.00~~
8 Subtotal – Miscellaneous					\$ 456,000.00

Notes:

~~* Note Bid Item Descriptions will be provided in an Addendum prior to the Mandatory Pre-Bid meeting.~~

1. Refer to attached Figure 2 for SF pay item definitions.

~~1.~~ 2. LS – Lump sum

~~2.~~ 3. EA – Each

~~3.~~ 4. LF – Lineal foot

~~4.~~ 5. SF – Square foot

~~5.~~ 6. TN – Ton

Subtotal – Items 1 through 8		
1	Mobilization and Demobilization	\$ 576,000.00
2	Site Management/Access	\$ 828,000.00
3	Canal	\$ 1,801,910.00
4	Crossings	\$ 1,318,834.00
5	Drop Structures	\$ 563,208.00
6	Turnouts	\$ 270,000.00
7	Private Crossings and Drainage	\$ 68,000.00
8	Miscellaneous	\$ 456,000.00
Total Base Bid Price (in words)		

five million eight hundred eighty-one thousand nine hundred fifty-two dollars		
Dollars		\$ 5,881,952.00

Additive Items						
A1	Fencing – 6 strand barbed wire	6,477	LF	\$ 20.00		\$ 129,540.00
A2	Fencing – Oil Field Pipe Rail	110	LF	\$ 150.00		\$ 16,500.00
~~A3~~	~~Gates – New~~	~~2~~	~~EA~~	~~\$ _____~~		~~\$ _____~~
A4	Gates – Re-Use Existing	~~17~~	~~LSEA~~	\$ 5,500.00		\$ 38,500.00
Subtotal Additive Items						\$ 184,540.00

Note:

1. The lowest Bid shall be determined based solely on the Total Base Bid Price, without consideration of the prices submitted for the Additive Bid Items.
2. The District reserves the right, in its sole discretion, to award the Base Bid only or the Base Bid plus any combination of the Additive Bid Items.

Attached hereto and made a part hereof is United States Currency, Cashier's Check, Certified Check or Surety Bond No. bid bond in the amount of \$ 10% of total bid which is not less than ten percent (10%) of the total amount of the total Bid, as a guaranty that the Bidder will enter into a Contract in the form bound with these Contract Documents within ten (10) days after the Notice-of-Award of the Contract by the Owner.

The undersigned hereby agrees that, in case his Bid is accepted, he will within ten (10) days after notice thereof, execute a Contract with the Owner in the form hereto attached and, if required by law, shall furnish a bond in the sum of the Contract price to secure the payment of all labor and material bills, and also a bond in the sum of the Contract price to secure the faithful performance of the Contract according to the terms and provisions therein; and in case of failure to execute the Contract and furnish the bonds within said period or such extension thereof as may be allowed by resolution duly passed and adopted, it is expressly agreed that the District may award the Contract to the second lowest Bidder and the amount of Bidder's security shall be forfeited to the District.

It is understood by the undersigned that the quantities of material of work specified in the "Notice Inviting Sealed Bids" are estimated and are given only for the purpose of comparing Bids and that the prices quoted are not conditioned upon the accuracy or approximate accuracy of the estimate.

It is understood that the Owner may award a Contract as the interests of the Owner may dictate.

Attached hereto and made a part of this Bid is a list of Subcontractors as required by the provisions of Sections 4100 to 4113 of the Government Code of the State of California.

Signature:


Owner, Partner or Officer | Attach Notary Acknowledgement
If Bidder is a Corporation, a Partnership, or a Joint Venture,
attach evidence of authority to sign

Date: September 28, 2026

If Corp., Seal

Name:

Douglas J. Benton

Title:

Authorized JV Representative

Company:

SMCI/Obayashi Joint Venture

Address:

19500 Nugget Blvd

Sonora, CA 95370

Contractor's License Number: 1053830

DIR Registration Number: 1000392733

Telephone Number: (209) 928-1900

- END OF SECTION 00530 -

OBAYASHI CORPORATION
North American Civil Group
950 Tower Lane Suite 800
Foster City, CA 94404

Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Re: Request for Bids – Paulsell Lateral Expansion – Phase 2 – Stanislaus County – OLD Project
No. 2026-026



Appointment of Authorized JV Representative

Obayashi Corporation is a member, partner, and participant in **SMCI-Obayashi, Joint Venture (Joint Venture of Sierra Mountain Construction Inc. and Obayashi Corporation)** intending to submit a Bid Proposal to Oakdale Irrigation District for the above referenced project.

Obayashi Corporation hereby designates and appoints **Doug Benton**, President of Sierra Mountain Construction, Inc., as its **Authorized JV Representative** to execute the Bid documents, and other instruments on behalf of SMCI / Obayashi Joint Venture; to act for and bind it in all matters relating to the bid.

Signed:
Obayashi Corporation

X. 
(Signature)
Naohito Nakamura
Senior Exec. VP of NARHQ and CEO of NACG
Obayashi Corporation

09/23/2026
(Date)

OBAYASHI CORPORATION
North American Civil Group
950 Tower Lane, Suite 200
Foster City, CA 94404

Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Re: Request for Bids – Paulsell Lateral Expansion – Phase 2 – Stanislaus County – OLD Project
No. 2026-026



Appointment of Attorney-in-Fact

Obayashi Corporation is a member, partner, and participant in **SMCI-Obayashi, Joint Venture (Joint Venture of Sierra Mountain Construction Inc. and Obayashi Corporation)** intending to submit a Bid Proposal to Oakdale Irrigation District for the above referenced project.

Obayashi Corporation hereby designates and appoints **Naohito Nakamura**, Senior Exec. VP of NARHQ and CEO of NACG of Obayashi Corporation, as its **Attorney-in-Fact** to execute the Bid documents, and other instruments on behalf of Obayashi Corporation; to act for and bind it in all matters relating to the SOQ; and to delegate said authority to another if deemed prudent.

Signed:
Obayashi Corporation

X 高橋洋光
(Signature)

Hiromitsu Kato
Managing Executive Officer, President
Obayashi Corporation, North American Regional Headquarters (NARHQ)

9/23/2026
(Date)

SECTION 00530

BID

Bid Opening: 2:00 p.m.
on Monday, September 28, 2026
Via Public Purchase Website

In response to your call for bids, the undersigned (also referred to as “Bidder”) having examined the site of the Work, the Contract Documents, Contract Drawings, and documents attached thereto, or other documents that are otherwise implied, hereby proposes to furnish the labor, all equipment, all materials, all devices and other costs including federal, state, county and local sales or other taxes, to do the work for which prices are quoted below, and to complete all work ready for use within the number of working days specified and in accordance with said Contract Documents.

In the following Bid, amounts shall be shown in figures for the bid items. The total base Bid Price shall be shown in both words and figures. In case of discrepancy between the words and figures, the words will govern.

Unit Quantities

The Owner reserves the right to adjust unit quantities to greater or less than twenty-five percent (25%) of the estimated quantities without change to the Contractor’s Bid Unit Price.

Mobilization/Demobilization Costs

Mobilization and demobilization shall be paid as a percentage complete of the Contract lump sum (LS) price for Bid Items 1A and 1B. The combined mobilization and demobilization bid amount shall not exceed ten percent (10%) of the total bid amount. The demobilization bid amount shall be equal to or greater than twenty percent (20%) of the mobilization bid line item amount.

OAKDALE IRRIGATION DISTRICT
Paulsell Lateral Expansion – Phase 2
Schedule of Baseline Bid Prices

Bid Item	Bid Item Description	*Estimated Quantity	Unit	Unit Price	Unit Price Extension
1. Mobilization and Demobilization					
1A	Site Mobilization	1	LS	\$ 480,000.00	\$ 480,000.00
1B	Site Demobilization	1	LS	\$ 115,000.00	\$ 115,000.00
1.	Subtotal – Mobilization and Demobilization				\$ 595,000.00

2. Site Management/Access					
2A	Site Management	1	LS	\$ 175,000.00	\$ 175,000.00
	SWPPP, EPS, facilities, equipment, materials, operation, etc., including stormwater control and dewatering during construction				
2B		1	LS	\$ 525,000.00	\$ 525,000.00
2C	Site and Access Road Maintenance and Rehabilitation	1	AL	\$350,000	\$350,000
2	Subtotal – Site Management/Environnemental/Access				\$ 1,050,000.00

3. Canal					
3A	Canal Construction	1	LS	\$ 1,500,000.00	\$ 1,500,000.00
3B	Shotcrete Canal Liner	6,590	SF	\$ 26.00	\$ 171,340.00
3C	Concrete Canal Invert	2,750	SF	\$ 19.00	\$ 52,250.00
3D	Rip Rap Canal Liner	4,255	SF	\$ 18.00	\$ 76,590.00
3	Subtotal – Canal				\$ 1,800,180.00

4. Crossings					
4A	Crossing Apron Rip Rap	2,466	SF	\$ 18.00	\$ 44,388.00
4B	Crossing Apron Shotcrete	5,180	SF	\$ 26.00	\$ 134,680.00
4C	Crossing Apron Concrete	790	SF	\$ 42.00	\$ 33,180.00
4D	Air Vents	5	EA	\$ 6,500.00	\$ 32,500.00
4E	Farm Road – Sta. 340+17 – Headwall Structure	1	LS	\$ 120,000.00	\$ 120,000.00
4F	Farm Road – Sta. 340+17 – 60-in Pipeline	72	LF	\$ 640.00	\$ 46,080.00
4G	Drop Structure 7 – Sta. 358+74 – 60-inch Pipeline	36	LF	\$ 660.00	\$ 23,760.00
4H	Tim Bell Rd – Sta. 400+75 – Inlet Structure	1	LS	\$ 115,000.00	\$ 115,000.00
4J	Tim Bell Rd - Sta. 400+75 – 60-inch Pipeline	129	LF	\$ 750.00	\$ 96,750.00
4K	Railroad Crossing – Sta. 425+52 – Inlet Structure	1	LS	\$ 115,000.00	\$ 115,000.00
4L	Railroad Crossing – Sta. 425+52 – 60-inch Pipeline	~~130~~ 240	LF	\$ 800.00	\$ 192,000.00
4M	Drop Structure 9 – Sta. 430+04 – 42-inch Pipeline	60	LF	\$ 430.00	\$ 25,800.00
<u>4N</u>	<u>Drop Structure 9 – Sta. 430+04 – 36-inch Pipeline</u>	<u>36</u>	<u>LF</u>	<u>\$ 410.00</u>	<u>\$ 14,760.00</u>
4	Subtotal – Crossings				\$ 993,898.00

5. Drop Structures					
5A	Drop Structure Apron Rip Rap	3,844	SF	\$ 18.00	\$ 69,192.00
5B	Drop Structure Apron Shotcrete Liner	3,240	SF	\$ 26.00	\$ 84,240.00
5C	Drop Structure Apron Concrete Invert	400	SF	\$ 48.00	\$ 19,200.00
5D	Drop Structure 7 – Sta. 358+74	1	LS	\$ 245,000.00	\$ 245,000.00
5E	Drop Structure 8 – Sta. ~~384+10~~ <u>384+20</u>	1	LS	\$ 240,000.00	\$ 295,000.00
5F	Drop Structure 9 – Sta. 430+04	1	LS	\$ 295,000.00	\$ 295,000.00
5	Subtotal – Drop Structures				\$ 952,632.00

6. Turnouts					
6A	Turnout – Sta. 347+38	1	LS	\$ 50,000.00	\$ 50,000.00
6B	Turnout – Sta. ~~355+60~~ 351+34	1	LS	\$ 55,000.00	\$ 55,000.00
6C	Turnout – Sta. ~~358+65~~ 358+52	1	LS	\$ 50,000.00	\$ 50,000.00
6D	Turnout – Sta. 383+96	1	LS	\$ 50,000.00	\$ 50,000.00
6E	Turnout – Sta. 384+03	1	LS	\$ 50,000.00	\$ 50,000.00
6F	Turnout – Sta. ~~425+50~~ 424+43	1	LS	\$ 50,000.00	\$ 50,000.00
6G	Turnout – Sta. 429+83	1	LS	\$ 50,000.00	\$ 50,000.00
6 Subtotal – Turnouts					\$ 355,000.00

7. Private Crossings and Drainage					
7A	Private Crossings – 8-in – 15-in	2	EA	\$ 25,000.00	\$ 50,000.00
~~7B~~	~~Aerial Private Crossings – 8 in – 15 in~~	~~1~~	~~EA~~	~~\$~~	~~\$~~
7C	Piped Surface Drainage (E/CS2)	2	EA	\$ 12,000.00	\$ 24,000.00
7D	Sloped Surface Drainage (F/CS2)	~~300~~ 2,400	SF	\$ 5.00	\$ 12,000.00
7 Subtotal – Private Crossings and Drainage					\$ 86,000.00

8. Miscellaneous					
8A	Demolition	1	LS	\$ 125,000.00	\$ 125,000.00
8B	Disposal of Earth Spoils	1	LS	\$ 150,000.00	\$ 150,000.00
~~8C~~	~~Abandon Existing Railroad Crossing~~	~~1~~	~~LS~~	~~\$ 25,000.00~~	~~\$ 25,000.00~~
8 Subtotal – Miscellaneous					\$ 300,000.00

Notes:

~~* Note Bid Item Descriptions will be provided in an Addendum prior to the Mandatory Pre Bid meeting.~~

1. Refer to attached Figure 2 for SF pay item definitions.

1.2. LS – Lump sum

2.3. EA – Each

3.4. LF – Lineal foot

4.5. SF – Square foot

5.6. TN – Ton

Subtotal – Items 1 through 8		
1	Mobilization and Demobilization	\$ 1,800,180.00
2	Site Management/Access	\$ 1,050,000.00
3	Canal	\$ 1,800,180.00
4	Crossings	\$ 993,898.00
5	Drop Structures	\$ 1,800,180.00
6	Turnouts	\$ 355,000.00
7	Private Crossings and Drainage	\$ 86,000.00
8	Miscellaneous	\$ 300,000.00
Total Base Bid Price (in words)		
Six Million, One Hundred Thirty Two Thousand, Seven Hundred Ten		
Dollars		\$ 6,132,710.00

Additive Items					
A1	Fencing – 6 strand barbed wire	6,477	LF	\$ 20.00	\$ 129,540.00
A2	Fencing – Oil Field Pipe Rail	110	LF	\$ 200.00	\$ 22,000.00
~~A3~~	~~Gates – New~~	~~2~~	~~EA~~	~~\$ ———~~	~~\$ ———~~
A4	Gates – Re-Use Existing	17	LSEA	\$ 8,000.00	\$ 56,000.00
Subtotal Additive Items					\$ 207,540.00

Note:

1. The lowest Bid shall be determined based solely on the Total Base Bid Price, without consideration of the prices submitted for the Additive Bid Items.
2. The District reserves the right, in its sole discretion, to award the Base Bid only or the Base Bid plus any combination of the Additive Bid Items.

SECTION 00530

BID

Bid Opening: 2:00 p.m.
on Monday, September 28, 2026
Via Public Purchase Website

In response to your call for bids, the undersigned (also referred to as “Bidder”) having examined the site of the Work, the Contract Documents, Contract Drawings, and documents attached thereto, or other documents that are otherwise implied, hereby proposes to furnish the labor, all equipment, all materials, all devices and other costs including federal, state, county and local sales or other taxes, to do the work for which prices are quoted below, and to complete all work ready for use within the number of working days specified and in accordance with said Contract Documents.

In the following Bid, amounts shall be shown in figures for the bid items. The total base Bid Price shall be shown in both words and figures. In case of discrepancy between the words and figures, the words will govern.

Unit Quantities

The Owner reserves the right to adjust unit quantities to greater or less than twenty-five percent (25%) of the estimated quantities without change to the Contractor’s Bid Unit Price.

Mobilization/Demobilization Costs

Mobilization and demobilization shall be paid as a percentage complete of the Contract lump sum (LS) price for Bid Items 1A and 1B. The combined mobilization and demobilization bid amount shall not exceed ten percent (10%) of the total bid amount. The demobilization bid amount shall be equal to or greater than twenty percent (20%) of the mobilization bid line item amount.

OAKDALE IRRIGATION DISTRICT
Paulsell Lateral Expansion – Phase 2
Schedule of Baseline Bid Prices

Bid Item	Bid Item Description	*Estimated Quantity	Unit	Unit Price	Unit Price Extension
1. Mobilization and Demobilization					
1A	Site Mobilization	1	LS	\$450,000	\$ 450,000
1B	Site Demobilization	1	LS	\$ 90,000	\$ 90,000
1. Subtotal – Mobilization and Demobilization					\$ 540,000

2. Site Management/Access					
2A	Site Management	1	LS	\$1,150,000	\$ 1,150,000
	SWPPP, EPS, facilities, equipment, materials, operation, etc., including stormwater control and dewatering during construction				
2B		1	LS	\$ 200,000	\$ 200,000
2C	Site and Access Road Maintenance and Rehabilitation	1	AL	\$350,000	\$350,000
2 Subtotal – Site Management/Environmental/Access					\$1,700,000

3. Canal					
3A	Canal Construction	1	LS	\$2,851,000	\$2,851,000
3B	Shotcrete Canal Liner	6,590	SF	\$ 28. ⁰⁰	\$ 184,520
3C	Concrete Canal Invert	2,750	SF	\$ 32. ⁰⁰	\$ 88,000
3D	Rip Rap Canal Liner	4,255	SF	\$ 43. ⁰⁰	\$ 182,965
3 Subtotal – Canal					\$3,306,485

4. Crossings					
4A	Crossing Apron Rip Rap	2,466	SF	\$ 24. ⁰⁰	\$ 59,184
4B	Crossing Apron Shotcrete	5,180	SF	\$ 29. ⁰⁰	\$ 150,220
4C	Crossing Apron Concrete	790	SF	\$ 37. ⁰⁰	\$ 29,230
4D	Air Vents	5	EA	\$ 26,000	\$ 130,000
4E	Farm Road – Sta. 340+17 – Headwall Structure	1	LS	\$ 92,000	\$ 92,000
4F	Farm Road – Sta. 340+17 – 60-in Pipeline	72	LF	\$ 750. ⁰⁰	\$ 54,000
4G	Drop Structure 7 – Sta. 358+74 – 60-inch Pipeline	36	LF	\$ 1,290	\$ 46,440
4H	Tim Bell Rd – Sta. 400+75 – Inlet Structure	1	LS	\$ 165,000	\$ 165,000
4J	Tim Bell Rd - Sta. 400+75 – 60-inch Pipeline	129	LF	\$ 1,800	\$ 232,200
4K	Railroad Crossing – Sta. 425+52 – Inlet Structure	1	LS	\$ 175,000	\$ 175,000
4L	Railroad Crossing – Sta. 425+52 – 60-inch Pipeline	~~130~~ 240	LF	\$ 1,160	\$ 278,400
4M	Drop Structure 9 – Sta. 430+04 – 42-inch Pipeline	60	LF	\$ 875. ⁰⁰	\$ 52,500
<u>4N</u>	<u>Drop Structure 9 – Sta. 430+04 – 36-inch Pipeline</u>	<u>36</u>	<u>LF</u>	<u>\$ 1,150</u>	<u>\$ 41,400</u>
4	Subtotal – Crossings				~~\$ 1,504~~ 505,574. ⁰⁰ (BS)

5. Drop Structures					
5A	Drop Structure Apron Rip Rap	3,844	SF	\$ 16. ⁰⁰	\$ 61,504
5B	Drop Structure Apron Shotcrete Liner	3,240	SF	\$ 27. ⁰⁰	\$ 87,480
5C	Drop Structure Apron Concrete Invert	400	SF	\$ 45. ⁰⁰	\$ 18,000
5D	Drop Structure 7 – Sta. 358+74	1	LS	\$ 150,000	\$ 150,000
5E	Drop Structure 8 – Sta. ~~384+10~~ <u>384+20</u>	1	LS	\$ 165,000	\$ 165,000
5F	Drop Structure 9 – Sta. 430+04	1	LS	\$ 260,000	\$ 260,000
5	Subtotal – Drop Structures				\$ 741,984. ⁰⁰

6. Turnouts					
6A	Turnout – Sta. 347+38	1	LS	\$ 20,000	\$ 20,000
6B	Turnout – Sta. ~~355+60~~ 351+34	1	LS	\$ 10,500	\$ 10,500
6C	Turnout – Sta. ~~358+65~~ 358+52	1	LS	\$ 20,000	\$ 20,000
6D	Turnout – Sta. 383+96	1	LS	\$ 16,000	\$ 16,000
6E	Turnout – Sta. 384+03	1	LS	\$ 17,000	\$ 17,000
6F	Turnout – Sta. ~~425+50~~ 424+43	1	LS	\$ 25,000	\$ 25,000
6G	Turnout – Sta. 429+83	1	LS	\$ 27,000	\$ 27,000
6	Subtotal – Turnouts				\$ 135,500. ⁰⁰

7. Private Crossings and Drainage					
7A	Private Crossings – 8-in – 15-in	2	EA	\$ 6,000	\$ 12,000
~~7B~~	~~Aerial Private Crossings – 8-in – 15-in~~	~~4~~	~~EA~~	~~\$ -~~	~~\$ -~~
7C	Piped Surface Drainage (E/CS2)	2	EA	\$ 2,300	\$ 4,600
7D	Sloped Surface Drainage (F/CS2)	~~300~~ 2,400	SF	\$ 12. ⁰⁰	\$ 28,800
7	Subtotal – Private Crossings and Drainage				\$ 45,400. ⁰⁰

8. Miscellaneous					
8A	Demolition	1	LS	\$ 26,000	\$ 26,000
8B	Disposal of Earth Spoils	1	LS	\$ 72,000	\$ 72,000
~~8C~~	~~Abandon Existing Railroad Crossing~~	~~1~~	~~LS~~	~~\$ 9,500~~	~~\$ 9,500~~
8	Subtotal – Miscellaneous				\$ 107,500. ⁰⁰

Notes:

~~* Note Bid Item Descriptions will be provided in an Addendum prior to the Mandatory Pre-Bid meeting.~~

1. Refer to attached Figure 2 for SF pay item definitions.

~~1.~~ 2. LS – Lump sum

~~2.~~ 3. EA – Each

~~3.~~ 4. LF – Lineal foot

~~4.~~ 5. SF – Square foot

~~5.~~ 6. TN – Ton

Subtotal – Items 1 through 8		
1	Mobilization and Demobilization	\$ 540,000
2	Site Management/Access	\$ 1,700,000
3	Canal	\$ 3,306,485
4	Crossings	\$ 1,505,574
5	Drop Structures	\$ 741,984
6	Turnouts	\$ 135,500
7	Private Crossings and Drainage	\$ 45,400
8	Miscellaneous	\$ 107,500
Total Base Bid Price (in words)		
<u>Eight Million Eighty two Thousand Four Hundred</u>		
<u>Forty three dollars and no cents</u>		
Dollars		\$ 8,082,443

Additive Items					
A1	Fencing – 6 strand barbed wire	6,477	LF	\$ 45. ⁰⁰	\$ 291,465
A2	Fencing – Oil Field Pipe Rail	110	LF	\$ 300. ⁰⁰	\$ 33,000
~~A3~~	~~Gates – New~~	~~2~~	~~EA~~	~~\$ _____~~	~~\$ _____~~
A4	Gates – Re-Use Existing	~~17~~	~~LSEA~~	\$ 12,000	\$ 84,000
Subtotal Additive Items					\$ 408,465

Note:

1. The lowest Bid shall be determined based solely on the Total Base Bid Price, without consideration of the prices submitted for the Additive Bid Items.
2. The District reserves the right, in its sole discretion, to award the Base Bid only or the Base Bid plus any combination of the Additive Bid Items.

Attached hereto and made a part hereof is United States Currency, Cashier's Check, Certified Check or **Surety Bond No.** N/A in the amount of \$ 10% of bid total which is not less than ten percent (10%) of the total amount of the total Bid, as a guaranty that the Bidder will enter into a Contract in the form bound with these Contract Documents within ten (10) days after the Notice-of-Award of the Contract by the Owner.

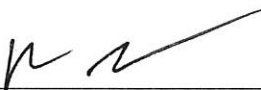
The undersigned hereby agrees that, in case his Bid is accepted, he will within ten (10) days after notice thereof, execute a Contract with the Owner in the form hereto attached and, if required by law, shall furnish a bond in the sum of the Contract price to secure the payment of all labor and material bills, and also a bond in the sum of the Contract price to secure the faithful performance of the Contract according to the terms and provisions therein; and in case of failure to execute the Contract and furnish the bonds within said period or such extension thereof as may be allowed by resolution duly passed and adopted, it is expressly agreed that the District may award the Contract to the second lowest Bidder and the amount of Bidder's security shall be forfeited to the District.

It is understood by the undersigned that the quantities of material of work specified in the "Notice Inviting Sealed Bids" are estimated and are given only for the purpose of comparing Bids and that the prices quoted are not conditioned upon the accuracy or approximate accuracy of the estimate.

It is understood that the Owner may award a Contract as the interests of the Owner may dictate.

Attached hereto and made a part of this Bid is a list of Subcontractors as required by the provisions of Sections 4100 to 4113 of the Government Code of the State of California.

Signature:



Owner, Partner or Officer | Attach Notary Acknowledgement
If Bidder is a Corporation, a Partnership, or a Joint Venture,
attach evidence of authority to sign

Date: 09/28/2026

If Corp., Seal

Name:

Bradley W. Schieckoff

Title:

Secretary, Syblon Reid Construction Inc., Partner

Company:

Syblon Reid

Address:

1130 Sibley St. Folsom, CA 95630

Contractor's License Number: 758610

DIR Registration Number: 1000011085

Telephone Number: 916-351-0457

- END OF SECTION 00530 -



SYBLON REID

General Engineering Contractors

Providing Solutions to Difficult Projects

1130 Sibley Street
Folsom, CA 95630

P.O. Box 100
Folsom, CA 95763-0100

(916) 351-0457
(916) 351-1674 fax

srco@srco.com
www.srco.com

CERTIFICATE OF AUTHORIZATION

(If Bidder is a Partnership)

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

I HEREBY CERTIFY that at a meeting of the Partners of the Entity named SYBLON REID, a California General Partnership existing under the laws of the State of California, held on January 1, 2025, the following resolution was duly passed and adopted:

“RESOLVED, that Bradley W, Schieckoff, Secretary of Syblon Reid Construction, Inc., Partner in the CA General Partnership of Syblon Reid be and is hereby authorized to execute the bid dated September 28th, 2026 , to the “Oakdale Irrigation District Paulsell Lateral Expansion – Phase 2 Project” and this partnership and his execution thereof, attested by the President of said Corporation shall be the official act and deed of this Partnership.”

I further Certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of September, 2026.

SYBLON REID CONSTRUCTION, INC.

Managing Partner

William L. Scott, President

1130 Sibley St,

Folsom, CA 95630

Partnership Address

California License No. 758610



BOARD AGENDA REPORT

Date: October 19, 2026
Item Number: 3
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE WORK RELEASE NO. 16 TO PROFESSIONAL SERVICES AGREEMENT 2024-PSA-002 WITH PROVOST & PRITCHARD, INC. TO PROVIDE CONSTRUCTION MANAGEMENT AND QUALITY ASSURANCE SERVICES FOR THE PAULSELL LATERAL EXPANSION – PHASE 2 PROJECT

RECOMMENDED ACTION: Approve Work Release No. 16 to Professional Services Agreement 2024-PSA-002 with Provost & Pritchard, Inc. to Provide Construction Management and Quality Assurance Services for the Paulsell Lateral Expansion – Phase 2 Project

BACKGROUND AND/OR HISTORY:

Provost & Pritchard, Inc. (P&P) provided a proposal for Construction Management and Quality Assurance services for the construction of the Paulsell Lateral Expansion – Phase 2 Project (Project). Construction Management and Quality Assurance services will be necessary to ensure that the Contractor is meeting the contract requirements and that the construction is compliant with the drawings and specifications.

The request for approval of this work release is contingent upon the approval of Agenda Item No. 20 for the award of the Construction Contract for the Project.

Details on the staff providing the services are included in Exhibit A of the work release. Construction Management and Quality Assurance Services in Work Release No. 16 consist of three phases, which are built upon the previously completed Phases 1-3 under Work Release No. 14 with P&P:

Phase 4 - Pre-Construction: Mobilization and Submittal Review

Phase 5 - Construction: Management, Engineering Oversight and Quality Assurance

Phase 6 - Post-Construction: Demobilization and Project Closeout

The estimated fee for Work Release No. 16 is \$684,500. Based on the institutional knowledge P&P staff have pertaining to the Project, staff recommends the Board authorize the General Manager to execute the Work Release No. 16 for P&P to perform the Construction Management and Quality Assurance services.

FISCAL IMPACT: Not to Exceed \$684,500. It should be noted that this cost was included in the estimated fiscal impact for the entire project in Agenda Item No. 20.

ATTACHMENTS:

- Work Release No. 16

Board Motion:

Motion by: _____ Second by: _____

VOTE:

Orvis (Yes/No) Doornenbal (Yes/No) B. DeBoer (Yes/No) Tobias (Yes/No) J. DeBoer (Yes/No)

Action(s) to be taken:



Work Release No. 16
Construction Management and Quality Assurance
Paulsell Lateral Expansion Project – Phase 2

Description

Staff from Provost & Pritchard Consulting Group (P&P) provided services to complete Phases 1-3 of this project under Work Release No. 14, which included preparing contract documents and providing bid support for the Project. P&P will now provide services described in scope of work for the Paulsell Lateral Expansion Project- Phase 2 as detailed in Exhibit A.

Scope of Work

The scope of work is divided into three (3) primary phases, additional details can be found in Exhibit A:

- Phase 4 – Pre-Construction: Mobilization and Submittal Reviews
- Phase 5 – Construction: Management, Engineering Oversight and Quality Assurance
- Phase 6 – Post-Construction: Demobilization and Project Closeout

Schedule

P&P's work for the Paulsell Lateral Expansion – Phase 2 will begin October 6, 2026

Fees for Services

P&P will perform the services on a time and expenses basis according to the standard fee schedule. The estimated fees detailed in Exhibit A and summarized as follows:

Phase 4 – Pre-Construction: Mobilization and Submittal Review	\$ 58,800
Phase 5 – Construction: Construction Management, Engineering Oversight & QA	554,200
Phase 6 – Post-Construction: Demobilization and Project Closeout	<u>71,500</u>
Not to Exceed Amount:	\$ 684,500

This Not-to-Exceed amount cannot be exceeded without prior authorization from authorized District staff.



Terms and Conditions

All terms and conditions and payment for services will be in accordance with Professional Services Agreement 2024-PSA-002. Please submit all invoices to ap@oakdaleirrigation.com and include the Contract and Work Release Number on the invoice.

Oakdale Irrigation District

Provost & Pritchard Consulting Group

Scot A. Moody
General Manager

Dave Norman
Director of Operations

Date

Date

Project No. 1783-26-002

September 29, 2026

Eric Thorburn, Water Operations Manager/District Engineer
Joe Kosakiewicz, Construction & Maintenance Manager
Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

**Subject: Proposal for Construction Management and Quality Assurance
Paulsell Lateral Expansion Project – Phase 2 Construction**

Dear Mr. Thorburn and Mr. Kosakiewicz:

Thank you for the opportunity to submit this Proposal to Oakdale Irrigation District (OID) for continued services for the Paulsell Lateral Expansion Project Phase 2 Construction. This Proposal discusses our understanding of the project, recommends a scope of services together with associated fees, established deliverables and approximate schedules, sets forth our assumptions and discusses other services that may be of interest as the project proceeds.

Project Understanding

The Paulsell Lateral Expansion – Phase 2 work is to be constructed this year and this Proposal is for construction support that as we have typically supported OID in the past on many other projects.

Scope of Services and Fees

P&P provided contract and technical specifications, updated the engineer's probable cost estimate, and supported OID through the bidding process (Phases 1 through 3, August 19, 2026 Proposal). This work is to support OID through construction.

The Construction Management, Engineering Oversight and Quality Assurance scope is based on our assumed construction schedule. As such, this scope of work is based on the following:

- P&P's Senior Engineer, Jake Feriani, will be the Construction Manager and our Senior Engineer out of P&P's Modesto Office, Ed Caminata, will be the Engineer of Record. Mr. Feriani will be utilized about one half time for the project duration. There will be periods of higher or lower utilization depending on the Contractor's work phasing and activities.
- P&P's Resident Construction Inspector will be utilized full-time for the project duration. Primarily, the work will be performed by Kevin Gonzalez with support from other qualified personnel as needed.
- A Materials Technician will be needed for a portion of the project. Materials Technicians will collect samples of shotcrete/concrete for testing as well as compaction testing when required. P&P will cover these inspections as needed and will coordinate and utilize our subconsultant for lab testing and compaction testing as needed.

- Part-time support staff will be provided for consultations, documentation, supplemental engineering and administrative support. Anticipated support includes the Senior Project Administrator, Kim Tarantino, along with other staff level professionals and administrative support.
- We have received estimates from our subconsultants for 1) the scope of laboratory testing and compaction testing based on the project schedule assumptions and technical specification requirements, and 2) review of contractor prevailing wage submittals.

A discussion of each phase is provided in the following sections, followed by a summary of estimated fees for each phase.

Phase 4 – Pre-Construction: Mobilization and Submittal Reviews

Phase 4 will cover Pre-Construction services (duration anticipated from Contractor Notice-of-Award through Start of Construction Mobilization). P&P will attend a pre-construction meeting with OID and the selected Contractor, review and respond to Contractor submittals.

Phase 5 – Construction: Construction Management, Engineering Oversight and Quality Assurance

Phase 5 is based on Construction Services from Start of Construction through Substantial Completion. Work includes monitoring Contractor mobilization and development of the project office site and laydown areas, fulltime on-site construction inspector; construction management including project meetings, daily reports, weekly updates, etc.; construction phase engineering and observations; materials testing and inspections, and laboratory services; subconsultant reimbursement for lab work and compaction testing (as needed), and Contractor prevailing wage review and acceptance; administrative support and project management.

Phase 6 – Post-Construction: Demobilization and Project Closeout

Phase 6 will be based on the duration from Substantial Completion to Final Completion. Work will include monitoring demobilization of the Contractor, preparation and submittal of a final report, along with Project Contract Closeout efforts.

Fees

P&P proposes to perform the work on a time-and-expenses basis, according to our Schedule of Fees. The estimated total fee will not be exceeded without prior authorization by OID.

Proposed Fee – OID Paulsell Lateral Expansion – Phase 2	
Phase	Estimated Fee
Phase 4 – Pre-Construction	\$58,800
Phase 5 – Construction	\$554,200
Phase 6 – Post-Construction	\$71,500
Total Estimated Fee:	\$684,500

Schedule

P&P will start this work on October 6, 2026.

Terms and Conditions

If acceptable, please assign a revised Work Release to cover this work. Unless directed otherwise, the work will be performed per our Professional Services Agreement with OID (2024-PSA-002) and our current Fee Schedule attached.

Sincerely Yours,
Provost & Pritchard Consulting Group



Jake Feriani, PE No 93858
Principal Engineer



Dave Norman
Director of Operations

Attachment
2026 Fee Schedule

BOARD AGENDA REPORT

Date: October 19, 2026
Item Number: 4
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO REJECT THE CLAIM SUBMITTED BY DRILL TECH DRILLING & SHORING, INC.

RECOMMENDED ACTION: Review and take possible action to reject the claim submitted by Drill Tech Drilling & Shoring, Inc.

BACKGROUND AND/OR HISTORY:

This claim is for reimbursement relating to the rock fall incident on the Canyon Tunnel Project that occurred on April 14, 2026. The claim was received on October 12, 2026. The claim form submitted by the claimant is attached for your reference.

Staff recommend rejecting the claim.

A rejection is not a statement that the Board disagrees with the claim nor is it an admission of fault.

The claim has been forwarded to ACWA-JPIA for their review and representation.

FISCAL IMPACT: Unknown

ATTACHMENTS: Claim

Board Motion:

Motion by: _____ Second by: _____

VOTE:

B DeBoer (Yes/No) J DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Tobias (Yes/No)

Action(s) to be taken:

October 12, 2026

Robert G. Barbour
Partner
rbarbour@watttieder.com

**VIA CERTIFIED MAIL/RETURN RECEIPT
REQUESTED AND HAND-DELIVERY**

Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Re: Government Code Claim of Drill Tech Drilling & Shoring, Inc.
South San Joaquin Irrigation District/Oakdale Irrigation District Canyon Tunnel
Project, Project No. 1055-24-005

Dear Madam/Sir:

Drill Tech Drilling & Shoring, Inc. ("Drill Tech" or "Claimant") hereby presents two (2) Government Code Claims pursuant to Government Code § 900 et seq. to Oakdale Irrigation District ("OID").

These claims are submitted within six (6) months of the occurrence in accordance with Government Code § 911.2(a), and are submitted in connection with the following occurrences:

- 1) The rockfall incident on April 14, 2026 in the South San Joaquin Irrigation District ("SSJID")/OID Canyon Tunnel Project at or near Knights Ferry, California causing the death of Twyla Capurro on April 14, 2026 at the Canyon Tunnel Project near Knights Ferry, California, and
- 2) the rockfall incident on April 14, 2026 in the SSJID/OID Canyon Tunnel Project at or near Knights Ferry, California causing the damage and/or total loss of Drill Tech's Sandvik MR361 Roadheader and other equipment and supplies.

The claims' general description of indebtedness, obligation, injury, damage, or loss is as follows:

Drill Tech is the general contractor performing tunnel excavation work on the SSJID/OID Canyon Tunnel Project under a bid contract with SSJID/OID. SSJID/OID separately contracted P&P as its engineer and geologist to design the Canyon Tunnel Project, including the ground condition analysis and design of the ground support system. Under the bid contract, P&P, as an agent of SSJID and OID, retained an ongoing design and approval authority for characterizing ground conditions and specifying the type of ground support to be installed.

Received
OCT 12 2026
Oakdale Irr. Dist. - Counter

On April 14, 2026, a rock fall occurred during tunnel excavation operations on the SSJID/OID Canyon Tunnel Project, Project No. 1055-24-005, at or near Knights Ferry, Stanislaus County, California. The rock fall resulted in the death of Twyla Capurro (“decedent”), an employee of Provost & Pritchard Consulting Group (“P&P”) serving as SSJID/OID’s contracted on-site engineer, geologist, and inspector. The rockfall also resulted in the damage of Drill Tech’s Sandvik MR361 Roadheader and other equipment and supplies located inside the tunnel.

Therefore, Drill Tech makes the following claims from OID:

Claim 1: This claim is brought in connection with the wrongful death actions entitled *Lovelady v. Drill Tech Drilling & Shoring, Inc., et al.*, Case Number CV-26-005771, (“Lovelady action”) and *Chuck Capurro v. Drill Tech Drilling & Shoring, Inc., et al.*, Case Number CV-26-006983 (“Capurro action”), currently pending in the Superior Court of California, County of Stanislaus. Drill Tech hereby demands OID’s equitable indemnity and contribution arising from its actions, including but not limited to, OID’s liability under Government Code section 835, and/or the acts and omissions of its independent contractor, P&P, for which OID is liable pursuant to Government Code section 815.4.

Claim 2: This claim is also brought in connection with the damage and/or total loss of Drill Tech’s Sandvik MR361 Roadheader arising from the April 14, 2026 rockfall incident in the SSJID/OID Canyon Tunnel Project. Drill Tech hereby demands relief from OID arising from the damage and/or total loss of Drill Tech’s Sandvik MR361 Roadheader.

The following additional information is provided in accordance with California Government Code § 910:

1. **Name and Mailing Address of Public Entity:**

Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

2. **Name and Address of Claimant:**

Drill Tech Drilling & Shoring, Inc.
2200 Wymore Way
Antioch, CA 94509

3. **Address to Which Claimant Desires Notices to Be Sent:**

Drill Tech Drilling & Shoring, Inc.
c/o Watt, Tieder, Hoffar & Fitzgerald, LLP
Attn: Robert G. Barbour, Esq.
1765 Greensboro Station Place

Suite 1000
McLean, Virginia 22102

4. **Names of Public Entity Employees Causing the Injury, Damage, or Loss:**

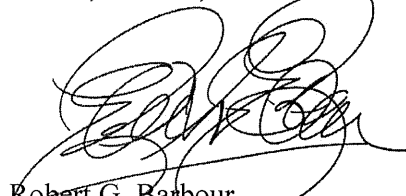
- Eric Thorburn, OID
- Jake Feriani, P.E., Project Manager/Senior Engineer, P&P
- Andy Kositsky, GE, Engineer of Record, P&P
- Scott Lewis, Geologist/Inspector, P&P
- Twyla Capurro (deceased), Geologist/Inspector, P&P

Each claim exceeds ten thousand dollars (\$10,000.00). Neither claim will be a limited civil case.

Nothing in these claims or the presentation thereof shall constitute a waiver of any right, claim, defense, or argument available to Drill Tech under the Contract Documents, at law, or in equity, all of which are expressly reserved.

Sincerely,

WATT, TIEDER, HOFFAR & FITZGERALD, L.L.P.



Robert G. Barbour
Partner

RGB/MM

21200346.2 104629.00005

BOARD AGENDA REPORT

Date: October 19, 2026
Item Number: 5
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO REJECT THE CLAIM SUBMITTED BY THE ESTATE OF TWYLA JEAN CAPURRO, ET AL

RECOMMENDED ACTION: Review and take possible action to reject the claim submitted by the Estate of Twyla Jean Capurro, et al

BACKGROUND AND/OR HISTORY:

This claim is for reimbursement relating to the rock fall incident on the Canyon Tunnel Project that occurred on April 14, 2026. The claim was received on October 12, 2026. The claim form submitted by the claimant is attached for your reference.

Staff recommend rejecting the claim.

A rejection is not a statement that the Board disagrees with the claim nor is it an admission of fault.

The claim has been forwarded to ACWA-JPIA for their review and representation.

FISCAL IMPACT: Unknown

ATTACHMENTS: Claim

Board Motion:

Motion by: _____ Second by: _____

VOTE:

B DeBoer (Yes/No) J DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Tobias (Yes/No)

Action(s) to be taken:

OCT 12 2026

CLAIM FOR DAMAGES

(Gov. Code, §§ 905, 910, 910.2)

Oakdale Irr. Dist. - Counter

Wrongful Death and Survival Claim — Death of Twyla Jean Capurro

TO:

Oakdale Irrigation District
Board of Directors
Attention: Secretary of the Board
1205 East F Street
Oakdale, California 95361

Delivered by personal delivery and by certified mail, return receipt requested.

The claimants named below present this claim to the Oakdale Irrigation District (“OID”) under the Government Claims Act for the death of Twyla Jean Capurro on April 14, 2026, inside the Canyon Tunnel. A substantially identical claim is presented concurrently to the South San Joaquin Irrigation District (“SSJID”). SSJID and OID are referred to together as the “Districts.” Each claimant presents this claim individually and in each capacity stated below. Claimants submit this claim in this format as they searched for but are unaware of any claim form

1. NAMES AND ADDRESSES OF CLAIMANTS (Gov. Code, § 910, subd. (a))

- (a) Bodi Lee-Francis Lovelady, a minor, age 9, son of the decedent, by and through his guardian ad litem, Kyle Lovelady, appointed June 9, 2026, in Stanislaus County Superior Court Case No. CV-26-005771. Address: 5026 Water Street, Coulterville, California 95311. All communications should be directed to the undersigned attorneys for the Claimant.
- (b) Levi Mark-Chuck Lovelady, a minor, age 4, son of the decedent, by and through his guardian ad litem, Kyle Lovelady, appointed June 9, 2026, in Stanislaus County Superior Court Case No. CV-26-005771. Address: 5026 Water Street, Coulterville, California 95311. All communications should be directed to the undersigned attorneys for the Claimant.
- (c) The Estate of Twyla Jean Capurro, deceased, by [Kyle Lovelady, administrator, Mariposa County Superior Court Case No. 26-CVPB-0003813], and by Bodi Lee-Francis Lovelady and Levi Mark-Chuck Lovelady, minors, as the decedent’s successors in interest (Code Civ. Proc., §§ 377.11, 377.30). Address: 5026 Water Street, Coulterville, California 95311. All communications should be directed to the undersigned attorneys for the Claimant.

Bodi and Levi Lovelady are the decedent’s only children and her sole heirs under Code of Civil Procedure section 377.60. The decedent left no spouse or registered domestic partner.

2. ADDRESS FOR NOTICES (Gov. Code, § 910, subd. (b))

Send all notices regarding this claim, including any notice under Government Code sections 910.8, 911.3, and 913, to:

Matthew D. Davis
Douglas S. Saeltzer
Walkup, Melodia, Kelly & Schoenberger
650 California Street, 26th Floor
San Francisco, California 94108-2615
Telephone: (415) 981-7210
mdavis@walkuplawoffice.com

3. DATE, PLACE, AND CIRCUMSTANCES OF THE OCCURRENCE (Gov. Code, § 910, subd. (c))

- (a) Date and time. April 14, 2026, at approximately 3:30 to 3:45 p.m.
- (b) Place. Inside the Canyon Tunnel, at or near tunnel Station 118+71.5, in the heading being excavated from the tunnel's downstream portal, which lies northeast of Knights Ferry at approximately 37.836701° N, 120.651604° W, in Calaveras County and/or Stanislaus County, California.
- (c) Circumstances. Claimants are informed and believe, and on that basis state, as follows:
 - (1) *The Project.* The Districts jointly own, sponsor, fund, and control the Canyon Tunnel Project (the "Project"), an approximately two-mile tunnel built to carry the Districts' Joint Supply Canal around the canyon reach below Goodwin Dam on the Stanislaus River. The Districts own or control the tunnel, its portals, the surrounding rock mass, and the work site. The Project's stated purpose, as recorded in the Cal/OSHA underground classification of June 28, 2024, was to bypass "significant rockfall and rockslide hazards" along the existing canal. The Districts therefore knew, before construction began, that the rock through which the tunnel would be driven was prone to failure.
 - (2) *The contracts and the Districts' retained authority.* The Districts retained Provost & Pritchard Consulting Group ("P&P") as the Project's design engineer, geotechnical engineer, construction manager, and inspector. P&P prepared the Geotechnical Data Report and the Geotechnical Baseline Report ("GBR"), which the Districts adopted as contract documents. On or about July 11, 2025, the Districts contracted with Drill Tech Drilling & Shoring, Inc. ("Drill Tech") to excavate and support the tunnel. Under the contract documents the Districts reserved the authority, among other things, to direct the work and its results, to suspend the work, to investigate and resolve differing site conditions, and to issue change orders, including changes to the required ground support. District personnel attended and participated in the Project's weekly progress meetings, received the contractor's and engineer's reports of deteriorating ground, and approved changes to the tunnel's support.
 - (3) *The decedent.* Twyla Jean Capurro was a geologist employed by P&P. On April 14, 2026, she was in the tunnel heading logging the geologic conditions exposed by the excavation, work the contract documents required to be performed in the presence of the Engineer during excavation and ground support.
 - (4) *Notice of unstable ground.* In the two months before her death, the Districts and their agents received repeated written notice that the ground in the heading was unstable

and worse than the GBR represented, including: (i) Request for Information 034 (February 6, 2026), reporting blocky, unstable rock with clay-filled fractures causing local instability in the tunnel arch; (ii) a March 13, 2026 report that rock was peeling from the crown and arches within one to four hours of exposure; (iii) Request for Information 042 (March 24, 2026), a formal notice of differing site conditions; (iv) Potential Change Order 016 and a March 31, 2026 memorandum acknowledging that boring B-20 understated the depth of weathering; (v) Potential Change Order 016R1 (April 9, 2026), recording blocky, sheared rock with slickensided, clay-filled fractures “forming wedges that raveled during excavation”; and (vi) the Project’s tunnel geologic logs, which recorded a shear zone and wedges along slickensided discontinuities in the crown and quarter arches, together with the April 13, 2026 mapping of heavily weathered, sheared, slickensided rock at the face the day before the collapse. The slickensided shear zone through which the tunnel was being driven was not described in the GBR.

- (5) *The Districts’ response.* Despite that notice, the Districts did not promptly investigate the reported differing site conditions; did not issue a change order or a revised ground-support design adequate for the conditions encountered; did not require temporary support of newly excavated ground before further advance; did not suspend the work; and did not warn the persons working in the heading. Instead, the Districts, acting through their Engineer, adopted a “Type 2A” liner, memorialized in Change Orders 11 and 12 dated April 13, 2026, that eliminated the welded wire fabric required by the Type 2 liner from approximately Station 120+03 to approximately Station 118+82, reducing the specified support in the ground immediately behind and approaching the face where the failure occurred.
- (6) *The collapse.* On the afternoon of April 14, 2026, excavation resumed in reliance on freshly placed, uncured shotcrete and advanced approximately eight feet without temporary support of the newly opened ground. At approximately 3:30 to 3:45 p.m., a large mass of rock fell from the tunnel crown at or near Station 118+71.5 and struck Ms. Capurro, killing her.

4. BASIS OF LIABILITY

SSJID is liable to claimants, jointly and severally with OID and others, under each of the following statutes and theories, individually and in combination. Each theory rests on the facts stated in Part 3 and on such further facts as investigation and discovery disclose.

- A. **Dangerous condition of public property (Gov. Code, §§ 830, 835, 835.2).** The Canyon Tunnel and its heading, the surrounding rock mass, and the ground-support system in place on April 14, 2026, were public property owned or controlled by the Districts and were in a dangerous condition: an unsupported and inadequately supported crown and quarter arches in sheared, slickensided, raveling rock; a ground-support design and classification, including the reduced “Type 2A” liner, inadequate for the conditions; the absence of temporary support of open ground; and the absence of warnings or protective measures. The condition created a reasonably foreseeable risk of the very injury that occurred. The Districts’ employees created the condition by negligent and wrongful acts and omissions within the scope of their employment (§ 835, subd. (a)), and the Districts had actual and constructive notice of the condition long enough before April 14, 2026, to have protected

against it (§§ 835, subd. (b), 835.2). The Districts failed to take measures to protect against the condition, including warning, suspending the work, or requiring adequate support (§ 830, subd. (b)).

- B. **Negligence of District employees (Gov. Code, §§ 815.2, subd. (a), 820).** The Districts are vicariously liable for the negligent and wrongful acts and omissions of their officers, employees, and agents within the scope of their employment, including: adopting and approving the “Type 2A” reduction in ground support memorialized in Change Orders 11 and 12; failing to investigate and act on the notices of differing and deteriorating ground; permitting excavation to continue in unstable ground without adequate temporary support; failing to exercise the Districts’ authority to suspend the work; failing to require a revised ground-support design; failing to warn; failing to coordinate the work of the Districts’ separate contractors so that the Engineer’s personnel were not exposed in an unsupported heading; and failing to enforce the safety, ground-support, and supervision requirements of the contract documents.
- C. **Wrongful death and survival (Code Civ. Proc., §§ 377.30, 377.60).** The decedent’s children bring the claim for her wrongful death as her heirs. The decedent’s estate and successors in interest bring the claims the decedent would have held had she survived.

Claimants also assert every other basis of liability that the facts stated in this claim support. Statutory immunities, including design immunity under Government Code section 830.6, do not apply; any approved design was not reasonable, and changed physical conditions of which the Districts had notice rendered any such design dangerous before April 14, 2026.

5. PUBLIC EMPLOYEES CAUSING THE INJURY (Gov. Code, § 910, subd. (e))

Claimants presently identify the following. Their investigation continues, and the list is not exhaustive.

- South San Joaquin Irrigation District: Forrest Killingsworth; Sean Jefferson; Lance Martin; the General Manager; and each officer or employee who approved, executed, or implemented Change Orders 11 and 12 or who received, reviewed, or acted on the notices described in Part 3.
- Oakdale Irrigation District: Eric Thorburn; the General Manager; and each officer or employee who approved, executed, or implemented Change Orders 11 and 12 or who received, reviewed, or acted on the notices described in Part 3.
- Agents and independent contractors of the Districts (not public employees): Drill Tech Drilling & Shoring, Inc., and its personnel; Provost & Pritchard Consulting Group and its personnel acting as the Districts’ engineer, construction manager, and inspector; and their subcontractors and subconsultants.

6. DESCRIPTION OF INJURY, DAMAGE, AND LOSS (Gov. Code, § 910, subd. (d))

- (a) Wrongful death (Bodi and Levi Lovelady). The loss of their mother’s love, companionship, comfort, care, assistance, protection, affection, society, moral support, and training and guidance; the loss of the financial support, gifts, and benefits she would have provided; the loss of the value of her household services; funeral and burial expenses; and all other damages recoverable under Code of Civil Procedure section 377.60 and California law, past and future.

- (b) Survival (Estate and successors in interest). The economic losses the decedent sustained or incurred before her death, including lost earnings and property damage; expenses of rescue, medical care, and recovery of her remains, to the extent borne by the estate; and all other damages recoverable under Code of Civil Procedure sections 377.30 and 377.34, including damages for the decedent's pre-death pain, suffering, and disfigurement to the extent the law permits.

7. AMOUNT CLAIMED (Gov. Code, § 910, subd. (f))

The amount claimed exceeds \$10,000. Under section 910, subdivision (f), no dollar amount is stated. Jurisdiction over this claim would not rest in a limited civil case.

8. RESERVATIONS AND PRESERVATION OF EVIDENCE

This claim is presented on the information now available to claimants, much of which is in the exclusive possession of the Districts, their contractors, and Cal/OSHA. Claimants reserve the right to amend it (Gov. Code, § 910.6). Claimants request that the Districts preserve all documents, electronically stored information, data, photographs, video, survey and scan data, geologic logs and native files, shift and daily reports, meeting recordings, change orders, and physical evidence relating to the Project and the April 14, 2026 collapse.

Dated: October 12, 2026

WALKUP, MELODIA, KELLY &
SCHOENBERGER

By: _____



Matthew D. Davis

Douglas S. Saeltzer

Attorneys for Claimants, presenting this claim
on their behalf (Gov. Code, § 910.2)

cc: Mark A. Sigala, Ben H. Stoddard, Sigala & Stoddard

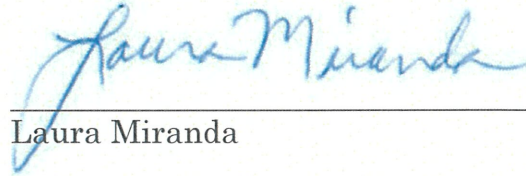
PROOF OF SERVICE

I am employed in the City and County of San Francisco, California. I am over the age of eighteen years and not a party to this action. My business address is 650 California Street, 26th Floor, San Francisco, California 94108-2615.

On October 12, 2026, I served the foregoing CLAIM FOR DAMAGES (Gov. Code, §§ 905, 910, 910.2) on the South San Joaquin Irrigation District by the method(s) checked below, addressed to the Secretary of the Board of Directors at the address(es) stated on page 1:

- ☒ [X] By certified mail, return receipt requested: I deposited a sealed envelope with postage fully prepaid in the United States mail at San Francisco, California (Gov. Code, §§ 915, 915.2).
- ☒ [X] By personal delivery: I caused the document to be delivered by hand to the office of the Secretary of the Board (Gov. Code, § 915).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 12, 2026, at San Francisco, California.



Laura Miranda