

Memo

To: MCCSD Board
From: District Superintendent
cc: Seph Petta, Matt Kennedy
Date: June 19, 2026
Re: Award of Contract – Frac Tank and Dewatering Equipment Procurement

Background

As part of the Recycled Water Upgrade and Expansion Project, the Mendocino City Community Services District (MCCSD) must temporarily dewater the Wastewater Treatment Plant (WWTP) aeration basin to facilitate scheduled improvements. To complete this work, the District requires the rental or procurement of twelve (12) frac tanks, two (2) diesel pumps, approximately 400 linear feet of 6-inch hose, and associated fittings for an estimated one-month period.

In accordance with District procurement policies and applicable provisions of the California Public Contract Code, MCCSD publicly advertised for bids beginning May 27, 2026. Bids were opened on June 15, 2026, at 2:00 p.m. Pacific Time.

Bid Results

The District received the following bids:

Bidder	Bid Amount
Ironclad Environmental Solutions	\$143,867.00
United Rentals	\$90,036.50
ACTenviro, A Republic Services Inc. Company	\$25,710.00*

*ACTenviro withdrew its bid on June 17, 2026.

Following bid opening, ACTenviro notified MCCSD that its proposal contained a clerical error and formally requested withdrawal of its bid. The company provided documentation explaining the circumstances that led to the mistake and submitted its request within two working days of bid opening.

District legal counsel and project consultants at GHD have reviewed the bid withdrawal request and supporting documentation. Based on that review, staff believe the withdrawal request is consistent with the provisions of California Public Contract Code Section 5103 governing relief of bidders due to clerical mistakes.

With the withdrawal of ACTenviro's bid, United Rentals is the lowest responsive and responsible bidder.

Staff Recommendation

Staff recommend that the Board accept the proposal submitted by United Rentals in the amount of \$90,036.50 and authorize execution of the necessary agreement for the procurement of frac tanks and associated dewatering equipment required for the Recycled Water Upgrade and Expansion Project.

Recommended Motion

Move to accept the bid proposal submitted by United Rentals for frac tank and dewatering equipment procurement in an amount not to exceed \$90,036.50, authorize the Superintendent to execute the agreement and related documents, and direct staff to issue a Notice to Proceed.

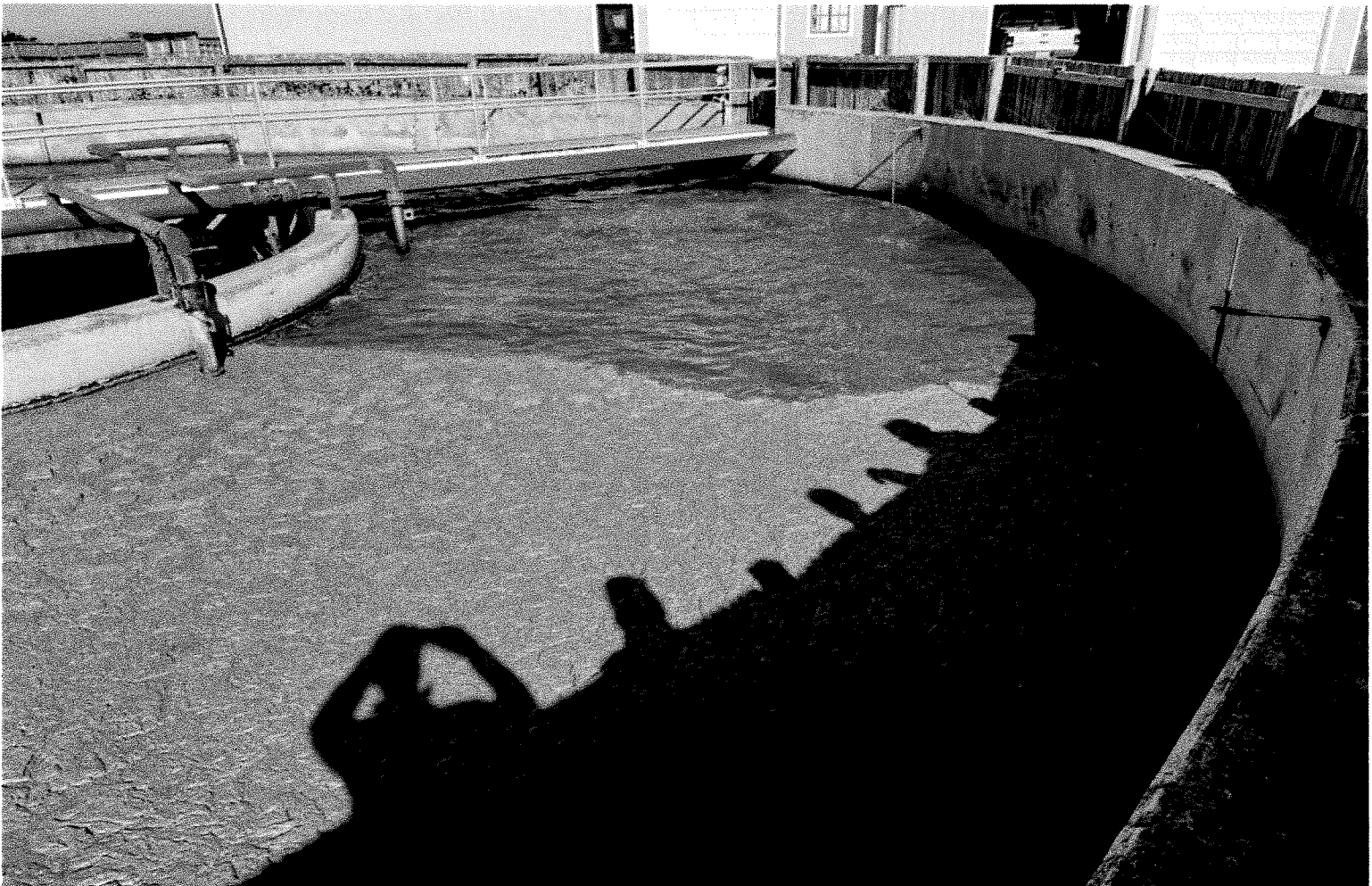


Contract Documents

Frac Tank Procurement

Mendocino City Community Services District

May 27, 2026



Contract Documents

Frac Tank Procurement

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GHD Inc.

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Drawing M-101B – Aeration Basin Grit Removal and Baffle Installation Plan.

Included for bidding purposes to show the WWTP layout and the proposed delivery location of the frac tanks and planned aeration basin dewatering and grit removal plan.

**00100 - ADVERTISEMENT FOR BIDS
MENDOCINO CITY COMMUNITY SERVICES DISTRICT
MENDOCINO, CALIFORNIA
FRAC TANK PROCUREMENT**

General Notice

Mendocino City Community Services District (Owner) is requesting Bids for the following Project involving the procurement of equipment:

Frac Tank Procurement

Bids for the Project will be received at the **Mendocino City Community Services District Wastewater Treatment Plant (MCCSD WWTP)** located at **10500 Kelly Street, Mendocino, CA 95460**, until **Monday, June 15, 2026 at 2:00PM** local time. Bids may also be emailed in electronic PDF format to **districtsecretary@mccsd.com**. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

Located within the unincorporated village of Mendocino, the Project includes delivery of equipment and materials for District use in dewatering the WWTP aeration basin in order that work may be performed by the District and other contractors. The Project consists of furnishing all labor, materials, equipment, and incidentals to deliver all specified equipment and perform all work required for the proper function and operation, including cleanup and removal of equipment.

Owner anticipates that the Project's total base bid price will be between \$75,000 and \$130,000. The Project has an expected duration of **35 calendar days**.

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found at the following designated website:

<https://www.mccsd.com/infrastructure-projects>

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register as a plan holder by sending an email with their name, company, address, and phone number to **districtsecretary@mccsd.com**, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

Questions regarding the Bidding Documents shall be directed to Matt Kennedy in writing at **matt.kennedy@ghd.com**. **Questions will be accepted until Thursday June 11, 2026 at 11:59PM. Responses to questions will be provided by Friday June 12, 2026 by 5:00PM.**

Pre-bid Conference

No pre-bid conference is planned for the Project.

Instructions to Bidders

The District reserves the right to reject any and all bids and/or to waive any bid irregularity to the extent permitted by law. If the District elects to award a contract for performance of the project, the contract will be to the lowest responsible bidder. All bids shall remain valid for sixty (60) days after the bid opening.

Bidders are directed to the Instructions for Bidders for additional requirements.

This Advertisement is issued by:

Owner: **Mendocino City Community Services District**

By: **Ryan Rhoades**

Title: **Superintendent**

Date: **May 27, 2026**

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.05 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents **obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.**
- 2.06 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of

the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
- C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.
 - 1. Electronic Documents that are not available in native file format.
 - 2. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.
 - 3. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

ARTICLE 3—QUALIFICATIONS OF BIDDERS (OMITTED)

ARTICLE 4—PRE-BID CONFERENCE

4.01 No pre-bid conference is planned for the Project.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 Site and Other Areas

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 Existing Site Conditions

- A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that the Engineer has used in preparing the Bidding Documents.
 - b. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that the Engineer has used in preparing the Bidding Documents.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
 4. *Geotechnical Investigation Reports*: The Bidding Documents do not contain Geotechnical Investigation Reports.
- B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

5.03 *Other Site-related Documents*

- A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:
 1. **None**Owner will make copies of these other Site-related documents available to any Bidder on request.
- B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.
- C. The other Site-related documents are not part of the Contract Documents.
- D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review

and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.

- E. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

- A. Bidder is recommended to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. A Site visit is scheduled following the pre-bid conference. Maps to the Site will be available at the pre-Bid conference.
- C. A Site visit is not scheduled. Maps to the Site will be made available upon request.
- D. Bidders visiting the Site are required to arrange their own transportation to the Site.
- E. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site: **Contact Ryan Rhoades, Superintendent (707) 937-5790**. Bidder must conduct the required Site visit during normal working hours.
- F. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- G. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- H. Bidder must comply with all applicable Laws and Regulations and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing by mail or email. **Questions will be accepted until Thursday June 11, 2026 at 11:59PM. Responses to questions will be provided by Friday June 12, 2026 by 5:00PM.** Contact information for such questions are as follows:
 - A. **Matt Kennedy**
matt.kennedy@ghd.com
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.
- 7.05 Every interpretation of the specifications, changes, additions or corrections will be in the form of an addendum to the contract documents, and when issued will be available at the following designated website:

<https://www.mccsd.com/infrastructure-projects>

- 7.06 Addenda withdrawing the Notice to Bidders or postponing the Bid Deadline may be issued any time prior to the Bid Deadline. However, the date and time of the Bid Deadline shall be extended by no less than 72 hours if the District issues any material changes, additions, or deletions to the invitation less than 72 hours prior to the bid closing, pursuant to California Public Contract Code section 4104.5.
- 7.07 All such addenda shall become part of the Contract Documents and all bidders shall be bound by such addenda whether received or not received by the bidders.
- 7.08 Each Bidder shall acknowledge receipt of all Addenda on the Bid. Failure to acknowledge receipt of Addenda may render the bid non-responsive.

ARTICLE 8—BID SECURITY (OMITTED)

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 14 calendar days prior to the date for the receipt of bids in the case of a proposed substitute and 14 calendar days prior to the date for the receipt of bids in the case of a proposed “or-equal”. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.
- 10.03 If an award is made, Contractor shall be allowed to submit proposed substitutes and “or-equals” in accordance with the General Conditions.

ARTICLE 11—SUBCONTRACTORS

- 11.01 No more than 75% of the Bid Price may be subcontracted.
- 11.02 Bids must be in accordance with the requirements of the Subletting and Subcontracting Fair Practices Act, Public Contract Code section 4100, et seq. Bids must include a completed list of proposed subcontractors on the form attached to the Bid Forms. The subcontractor list must include the name, place of business, California contractor license number, DIR registration number, the portion (type or trade), and dollar amount of work to be subcontracted (including special fabrication and installation of a portion of the work) valued in excess of one half (½) of one (1) percent of the total Project bid price, or ten thousand dollars (\$10,000), whichever is greater. DIR registration numbers must be provided for all subcontractors. Bids that fail to include complete lists of proposed subcontractors in accordance with Public Contract Code section 4100 and this provision may be deemed non-responsive.
- 11.03 For any portion of the Project work with a value of more than one half (½) of one (1) percent of the total bid price for which no subcontractor is listed, Bidders certifies by submitting its bid that it is qualified to perform that portion of the work with its own forces. Bidder may not substitute

another subcontractor for a subcontractor listed in its bid except as permitted by the District in accordance with Public Contract Code section 4107, et seq.

- 11.04 Contractor may not perform work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code. The Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations website at <https://www.dir.ca.gov/dlse/debar.html>.
- 11.05 A Bidder's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 **A Bid by an individual must show the Bidder's name and official address.**
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established

- prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 **The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.**
- 12.12 **If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.**

ARTICLE 13—BASIS OF BID

- 13.01 Bids are required for the entire work described herein, and neither partial nor contingent bids will be considered.
- 13.02 This bid solicitation includes additive or deductive items. Pursuant to Public Contract Code section 20103.8, the lowest bid shall be the base bid only. The District retains the right to add or deduct
- 13.03 *Unit Price*
- A. Where indicated on the Bid Form, Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. **The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.**
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents include the Bid Form. The Bid Form is to be completed and submitted with the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be sealed in a plainly marked package with the Project title, and the name and address of Bidder, or emailed to districtsecretary@mccsd.com as indicated in the Advertisement for Bids. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside

with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement. A mailed Bid shall be addressed to Mendocino City Community Services District, P.O. Box 1029, Mendocino, California 95460. Bids may also be emailed in electronic PDF format to districtsecretary@mccsd.com. Mailed and emailed bids shall be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid.

- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 No bid may be withdrawn after opening unless the bidder satisfies the requirements of Public Contract Code section 5103.

ARTICLE 16—OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.
- 16.02 Bids will be opened publicly.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

ARTICLE 19—BONDS AND INSURANCE (OMITTED)

ARTICLE 20—SIGNING OF AGREEMENT (OMITTED)

ARTICLE 21—SALES AND USE TAXES

21.01 Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

ARTICLE 22—BID PROTESTS

22.01 All bid protests shall be in writing, addressed to **Ryan Rhoades, Superintendent** received no later than 5:00 p.m. on the third (3rd) business day following the determination of the lowest responsible bidder (“Bid Protest Deadline”). Bid protests can be e-mailed directly to mccsd@mcn.org.

22.02 Eligible Protestors. The party submitting the protest must have submitted a Bid on the Project. A subcontractor of a party filing a Bid on this Project may not submit a Bid Protest. A party may not rely on the Bid Protest submitted by another Bidder, but must timely pursue its own protest.

22.03 Contents of Bid Protest. The Bid Protest must be specific and contain a complete statement of the factual and legal grounds for the protest and include all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The Bid Protest must include the name, address, telephone number, and email address of the person representing the protesting party, if different than the protesting party.

22.04 Notification of Bid Protest. By or before the Bid Protest Deadline, the party submitting the Bid Protest must transmit the Bid Protest by email or personal delivery to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the Bid Protest.

22.05 Responses to Bid Protest. The protested bidder may submit a written response to the Bid Protest. This response must be submitted to the District no later than 5 p.m. on the second (2nd) business day following the Bid Protest Deadline. The response must include all supporting documentation, and any late material will not be considered. The response must include the name, address, telephone number, and email address of the person representing the responding party, if different than the responding party.

22.06 Notification of Response. By or before the deadline for submitting a response to the Bid Protest, the responding party must transmit the response to the Bid Protest by email or personal delivery to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the Bid Protest.

22.07 District Decision on Protest. District staff shall review all timely Bid Protests prior to formal award of the contract for the Project. District staff will deliver a written response to the Bid Protest via

personal delivery or email, either accepting or rejecting the Bid Protest and stating the reasons for the actions taken, within ten (10) business days of the Bid Protest Deadline.

- 22.08 **Appeal to District Board.** An appeal of District staff's decision on the Bid Protest may be made by the protesting or responding party to the District Board by filing a written notice of appeal with Board Clerk within two (2) business days after the District delivers notice of staff's decision regarding the Bid Protest. If an appeal is timely filed and subsequently has not been withdrawn by the protesting bidder, the Board shall consider the Bid Protest at a noticed, public meeting. The Board may hear the Bid Protest as part of its consideration of the award of the contract to which the Bid Protest relates or may hear the bid protest as a separate item, provided that the Board shall decide the Bid Protest prior to awarding the contract, unless the Board exercises its discretion to reject all bids.
- 22.09 **Exclusive Remedy.** The procedure and time limits set forth in this Section are mandatory and are the Bidder's sole and exclusive remedy in the event of a Bid Protest. The Bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the Bid Protest, including filing of a challenge of the award pursuant to the California Public Contract Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.

ARTICLE 23—WORKERS' COMPENSATION REQUIREMENTS

- 23.01 As required by Section 1860 of the California Labor Code and in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of workers' compensation to its employees.
- 23.02 In accordance with Section 1861 of the California Labor Code, by submitting a Bid, Bidder agrees and acknowledges as follows: "I am aware of the provisions of 3700 of the Labor Code which requires every employer to be insured against liability for worker's 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."

ARTICLE 24—WAGE RATE REQUIREMENTS

- 24.01 The prevailing wage rates of the State of California apply to this contract as do any requirements of the State of California associated with the use of these State Prevailing wages.
- 24.02 **Prevailing Wages:** Notice is hereby given that, pursuant to 1773 of the Labor Code of the State of California, the Owner has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holidays and overtime work for each craft, classification, or type of worker required to execute the contract. A copy of said prevailing rate of per diem wages is on file in the principal office of the Owner, to which reference is hereby made for further particulars. Said prevailing rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at each job site.
- 24.03 **Statutory Penalty For Failure to Pay Minimum Wages:** In accordance with 1775 (a) through (c) of the California Labor Code, the Contractor shall as a penalty to the State or political subdivision on whose behalf a contract is made or awarded, forfeit not more than two hundred dollars (\$200.00) for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public

work done under the contract by the contractor or, except as provided in subdivision 1775 (b), by any Subcontractor under the Contractor.

- 24.04 Statutory Penalty for Unauthorized Overtime Work: In accordance with Section 1813 of the California Labor Code, the Contractor shall as a penalty to the State or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25.00) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which said worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of Sections 1810-1815 of the California Labor Code.
- 24.05 Apprenticeship Requirements: Contractor agrees to comply with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code relating to the employment of apprentices. The responsibility for compliance with these provisions is fixed with the prime contractor for all apprenticeship occupations. Under these sections of the law, contractors and subcontractors must employ apprentices in apprenticeship occupations, where journeymen in the craft are employed on the public work, in a ratio of not less than one apprentice hour for each five journeymen hours (unless an exemption is granted in accordance with 1777.5) and contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work solely on the ground of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in 3077 of the Labor Code. Only apprentices, as defined in 3077, which provides that an apprentice must be at least 16 years of age, who are in training under apprenticeship standards and who have signed written apprentice agreements will be employed on public works in apprenticeship occupations.
- 24.06 Payroll Records: Contractor shall keep accurate payroll records in format specified by the Division of Labor Standards Enforcement. Said information shall include, but not be limited to, a record of the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice, or worker employed by the Contractor. Copies of such record shall be made available for inspection at all reasonable hours, and a copy shall be made available to employee or his authorized representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards in compliance with California Labor Code, Section 1776. Contractor and subcontractors shall furnish and submit electronic certified payrolls directly to the Labor Commissioner, and duplicate copies available to the owner. If the entire project cost does not exceed \$25,000 for construction, alteration, demolition, installation, or repair work or \$15,000 for maintenance work ("**Small Project Exemption**"), **the Contractor and subcontractors are not required to furnish their payroll records to the Labor Commissioner, but shall maintain those same records.**
- 24.07 This project is subject to compliance monitoring and enforcement by DIR. No contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the District, Contractor is certifying that it has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the District. If the entire project cost falls under the Small Project Exemption, the Contractor and subcontractors are not subject to these registration requirements.

ARTICLE 25—OFF-ROAD REGULATION ASSURANCES

- 25.01 The work contemplated by this contract is a public work subject to California Air Resources Board (CARB) In-Use Off-Road Diesel-Fueled Regulation, Cal. Code Regs., tit. 13, section 2449.
- 25.02 A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently in compliance with the Off-Road Regulation or claiming an exemption with supporting documentation. By submitting a bid or proposal to the District, Bidder is certifying that its own fleet and that of any subcontractor is in compliance with the Off-Road Regulation, and Bidder shall provide valid Certificates of Reported Compliance to the District, unless claiming an exemption from the Regulation accompanied by supporting documentation.

ARTICLE 26—SUBSTITUTION OF SECURITIES

- 26.01 Pursuant to California Public Contract Code section 22300, and at the request and expense of the Contractor to whom the Contract is awarded, securities of a value equivalent to the retention amount, in a form approved by the District, shall be permitted in substitution for money withheld by the District to ensure performance under the Contract.

BID PROPOSAL

Frac Tank Procurement

Bidder's Name: United Rentals (North America), Inc.

TO MENDOCINO CITY COMMUNITY SERVICES DISTRICT (the "DISTRICT" or "OWNER"):

In accordance with District's Notice Inviting Bids, the undersigned Bidder hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Contract Documents, and to perform all work in the manner and time prescribed.

Bidder declares that this proposal is based upon careful examination of the work site, Project Plans, and other Contract Documents, including the Notice Inviting Bids, this Proposal, the Contract, Special Provisions or Conditions, Technical Provisions, General Conditions, Appendices, and Standard Plans & Specifications. If this proposal is accepted for award, Bidder agrees to enter into a contract with the District at the unit and/or lump sum prices set forth in the following Bid Schedule. Bidder understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the District of the Bid Security accompanying this proposal.

Bidder understands that a bid is required for the entire work, that the estimated quantities set forth in the Bid Schedules are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, federal, state and local taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

Bidder agrees and acknowledges that it is aware of the provisions of Section 3700 of the Labor Code, which **requires every employer to be insured against liability for worker's compensation or to undertake self-insurance** in accordance with the provisions of that code, and that the Bidder will comply with such provisions of that code before commencing the performance of this Contract if awarded it.

Bidder certifies to be properly licensed by the State of California as a contractor to perform work of this specialty. The undersigned agrees to furnish the District satisfactory proof of ability to perform the work, as well as records of performance of similar jobs completed recently, if and when requested to do so by the Project Manager.

Bidder agrees that the applicable insurance and bonding requirements can and will be fulfilled.

Bidder declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the District is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

Bidder certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any District, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

Bidder has carefully checked all of the figures in the Bid Schedule and understands that the District shall **not be responsible for any errors or omissions on Bidder's part in making up this bid.** Bidder agrees that this bid may not be withdrawn for a period of sixty (60) calendar days from the date of the bid opening and that the District reserves the right to reject any or all bids, waive any informality in bids received, and may at its option make the award that in the judgment of the District is to the best interest of the District.

The following documents have been completed and executed, and are made a part of this Contract by reference:

- BID SCHEDULE**
- ADDENDA ACKNOWLEDGEMENT**
- DESIGNATION OF SUBCONTRACTORS**
- CONTRACTOR LICENSE INFORMATION**
- BIDDER'S SIGNATURE PAGE**

SCHEDULE OF BID PRICES
Frac Tank Procurement

Basis of Bid

- A. For the determination of the apparent low Bidder, the total amount for each Bid shall be the sum of the Base Bid Schedule A. The low Bidder shall be that which results in the lowest total amount for all the Work in Base Bid Schedule A.

Base Bid – Schedule A: Frac Tank Procurement

Item	Description	Units	Estimated Quantity	Bid Price per Unit	Amount	
1	Frac Tank Delivery	LS	1	\$1,250.00	\$15,000.00	
2	Frac Tank Pickup	LS	1	\$1,250.00	\$15,000.00	
3	12 Frac Tanks (Day)	DY	1	\$129.00	\$1,548.00	
4	12 Frac Tanks (Week)	WK	1	\$388.00	\$4,656.00	
5	12 Frac Tanks (Month)	MO	1	\$1,167.00	\$14,004.00	
6	12 Spill Containment Berms (Day)	DY	1	\$91.00	\$1,092.00	
7	12 Spill Containment Berms (Week)	WK	1	\$183.00	\$2,196.00	
8	12 Spill Containment Berms (Month)	MO	1	\$550.00	\$6,600.00	
9	2 Diesel Engine Driven Pumps (Day)	DY	1	\$239.00	\$478.00	
10	2 Diesel Engine Driven Pumps (Week)	WK	1	\$719.00	\$1,438.00	
11	2 Diesel Engine Driven Pumps (Month)	MO	1	\$2,159.00	\$4,318.00	
12	6-Inch Flexible Hoses (Day)	DY	1	\$28.00	\$560.00	
13	6-Inch Flexible Hoses (Week)	WK	1	\$82.00	\$1,640.00	
14	6-Inch Flexible Hoses (Month)	MO	1	\$247.00	\$2,964.00	
15	Frac Tank Cleaning	EA	12	\$2200.000	\$26,400.00	
TOTAL BASE BID SCHEDULE A AMOUNT					Tax:	\$3,550.53
\$ <u>Ninety thousand thirty six dollars and fifty cents</u>						\$ <u>90,036.50</u>
(in words)						(in figures)

CONDITIONS FOR SCHEDULE OF BID PRICES

In case of discrepancy between prices and totals, the unit prices will prevail.

It is understood and agreed that the quantities of work under each item are approximate only, being given for a basis of comparison of proposals, and the right is reserved to the District to increase or

decrease the amount of work under any item as may be required, in accordance with provisions set forth in the specifications for this project.

It is further understood and agreed that the total amount of money set forth for each item of work or as the total amount bid for the project does not constitute an agreement to pay a lump sum for the work unless it specifically so states.

Bidder acknowledges receipt of the following addenda:

Bidder has reflected any changes in the addenda in this Proposal.

DESIGNATION OF SUBCONTRACTORS

Frac Tank Procurement

The undersigned is required to fill in the following blanks in accordance with the provisions of California Public Contract Code section 4104.

Sub-Contractor Name	License Number	DIR Registration Number	Location of the Place of Business	Specific Description of Subcontract Work	\$ Amount of the Sub-Contractor Work

Subcontractors listed herein must be properly licensed under the laws of the State of California for the type of work which they are to perform. Do not list alternate subcontractors for the same work. The undersigned agrees to furnish proof that all contractors and subcontractors performing any work related to this improvement are complying with all the requirements of Social Security Legislation, both State and Federal, and also agrees to conform with the provisions of sections 4100 to 4113, inclusive, of the Public Contract Code, as amended, concerning subcontractors and subcontracts.

CONTRACTOR LICENSE INFORMATION

Frac Tank Procurement

The bidder acknowledges that the appropriate license is required for performance of this Work.

The bidder holds the following California Contractors License(s):

- 1. License No. 1058742, Class A, Expiration Date 9/30/27
- 2. License No. _____, Class _____, Expiration Date _____
- 3. License No. _____, Class _____, Expiration Date _____
- 4. License No. _____, Class _____, Expiration Date _____
- 5. License No. _____, Class _____, Expiration Date _____

Bidder's Taxpayer Identification No.

86-0933835

BIDDER'S SIGNATURE PAGE

Frac Tank Procurement

The undersigned hereby declares that the cost of all necessary items for completion of this project are included in the unit prices quoted, all incidentals have been taken into consideration even though said incidentals are not specifically listed in the specifications or shown on the plans. The undersigned is likewise aware of the fact that distances, quantities, and other estimated figures appearing on the plans or mentioned in the specifications or on the Proposal are only approximate and declares that the unit prices shown above for the various items of work are based on distances and quantities calculated as the result of actual measures performed at the site project.

Respectfully Submitted,

Date: 6/15/24

Firm Name: United Rentals (North America), Inc.

Signature: 

Address: 2700 CALIFORNIA AVE, Pittsburg, CA 94565-4100

Business Phone: 925.252.2400

Contractor's License No. 1058142 Class A Expiration Date: 9/30/27

Bidder is a* C-Corporation If a partnership, names of partners. If a corporation, names of President or Vice President, and the Secretary or Asst. Secretary.

Name	Address
<u>Matthew Flannery President & CEO</u>	<u>100 First Stamford Place, Suite 700</u>
<u>Tim Fischer VP, Vertical Sales - National Accounts</u>	<u>Stamford, CT 06902</u>
<u>Joli Gross SVP, Chief Legal & Sustainability Officer, Corporate Secretary</u>	

I (we) hereby state and declare, under the penalty of perjury under the laws of California, that the representatives made herein are true and correct.

Executed 06/15/2026 at Pittsburg California.
Date Location

* By: Tim Fischer * By: Deuel Queiro

Title: VP, Vertical Sales - National Accounts Title: Branch Manager III

*Please state whether the bidder is an individual, a partnership, a corporation, or an individual doing business under a fictitious name. If the bidder is a corporation, affix corporate seal.

United Rentals (North America), Inc. ("URNA") is a Delaware corporation. Under Delaware law, 8 Del. C. §122 (3), a corporation shall have the power to have a corporate seal, but is not required to do so. While URNA has a corporate seal, we are unable to affix it to your document at this time.

TECHNICAL SPECIFICATIONS
FOR
MENDOCINO CITY COMMUNITY SERVICES DISTRICT
FRAC TANK PROCUREMENT



5/27/2026

PREPARED BY:



GHD Inc.
2235 Mercury Way, Suite 150
Santa Rosa, CA 95407

PREPARED FOR:



MENDOCINO CITY COMMUNITY SERVICES DISTRICT
P.O. Box 1029
10500 Kelly Street
Mendocino, California 95460

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Mendocino City Community Services District
Frac Tank Procurement

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Division 44 Pollution Control Equipment (Not Used)

Division 46 Water and Wastewater Equipment (Not Used)

SECTION 01 10 00

SUMMARY OF WORK

PART 1 GENERAL

1.1 PROJECT DESCRIPTION

- A. The project is located in Mendocino, California. The work includes, but is not limited to, furnishing equipment to the District and delivering it to the wastewater treatment plant (WWTP) for District use in temporarily dewatering the WWTP aeration basin. The equipment required includes twelve (12) frac tanks, twelve (12) spill containment berms, two (2) diesel engine driven pumps, 400 feet of 6-inch diameter flexible hoses, and associated equipment. Each frac tank shall have a minimum usable volume of 21,000 gallons. The equipment shall be delivered to the WWTP site as shown on the site plan included with these documents and set-up ready for District use. Following completion of use, Contractor shall clean and remove equipment from the WWTP. Rinse water may be disposed of at the WWTP.
- B. Base Bid: The Base Bid includes Schedule A. The determination of the apparent low Bidder will be based on the total amount for Base Bid Schedule A.
 1. Schedule A: Frac Tank Procurement.
 - a. Frac Tank Delivery: delivery and staging of twelve (12) frac tanks to the WWTP site.
 - b. Frac Tank Pickup: pickup and removal of twelve (12) frac tanks from the WWTP site.
 - c. Frac Tanks: Use of twelve (12) frac tanks each with a minimum usable volume of 21,000 gallons.
 - d. Spill Containment Berm: Use of twelve (12) spill containment berms under each frac tank to catch any spills that may occur during pumping.
 - e. Diesel Engine Driven Pumps: Use of two (2) diesel engine driven pumps each outfitted with a shut-off valve. Each pump shall be rated for approximately 3,000 gallons per minute (gpm) at 200 feet of total dynamic head (TDH).
 - f. 6-Inch Flexible Hose: Use of twenty (20) twenty-foot-long segments (400 feet) of flexible hose with hose connectors.
 - g. Frac Tank Cleaning: Cleaning of all frac tanks prior to removal from the WWTP site.
- C. All work to be performed is located at the Mendocino City Community Services District (MCCSD or District) WWTP located at 10500 Kelly Street, Mendocino, CA 95460, as shown on the Contract Documents.
- D. Questions regarding the work should be directed to the Engineer.
- E. The Contractor shall coordinate all equipment transportation related work with affected parties including, but not limited to, the California Department of Transportation and County of Mendocino.

1.2 RELATED SECTION:

- A. Contract General Conditions.

1.3 APPLICABLE CODES

- A. In instances where these specifications do not state exact materials or methods of construction, the applicable minimum requirements of the 2022 edition of the California Building Code shall govern, as amended by local agencies.

- B. In instances where these specifications do not state exact specifications or lack specifications, the 2025 California Department of Transportation Standard Specifications.

1.4 SEQUENCE AND SPECIAL CONDITIONS

- A. After the Notice to Proceed has been issued, the Contractor shall immediately begin work on items that can be completed prior to mobilization, including obtaining any required permits, District and Engineer approval of critical path submittals, procurement of equipment and related services. These include submittal preparation, and purchase of equipment, and delivery and storage of equipment.
- B. The Contractor may mobilize materials and equipment to the project site upon approval of the District and Engineer.
- C. The Contractor shall phase construction activities to ensure a continuous and uninterrupted operation of the WWTP and other utility systems not owned and operated by the District.
- D. Coordination with Others: The Contractor is advised that MCCSD WWTP must remain in continuous operation during construction, except for planned system shutdowns to complete Work as permitted under this contract with District approval.
- E. Prebid Conference. A prebid conference will not be held.
- F. Contractor shall proceed with delivery of equipment in a manner that limits the inconvenience to traffic, complies with permit requirements, and minimizes inconvenience to the property owners adjacent to the WWTP.
- G. All costs of transport, **staging, phasing, or sequencing shall be included in the Contractor's bid.** No additional compensation will be made therefore.

1.5 SUBSTANTIAL COMPLETION

- A. **Substantial Completion is defined as "the time at which all liquid is pumped back to the WWTP aeration basin or overflow basin and the WWTP is operational" and can be used for the purpose for which it is intended.**

1.6 FINAL COMPLETION

- A. **Final Completion: Final Completion is defined as "the time at which all equipment is removed from the WWTP site," and completing and obtaining District acceptance of all Work required under this Bid. Work includes punch list work, warranty work, replacement work and warranty periods required by law or this bid. Final Completion shall be no later than 10 calendar days following Substantial Completion.**

1.7 FACILITY OPERATIONS

- A. **Continuous operation of District's and other affected utility's facilities is of critical importance.** Schedule and conduct activities to enable existing facilities to operate continuously, unless otherwise specified.
- B. Perform Work continuously during critical connections and changeovers, and as required to **prevent interruption of District's operations.**
- C. When necessary, plan, design, and provide various temporary services, utilities, connections, temporary piping and heating, access, and similar items to maintain continuous operations of **District's facility.**

- D. Do not close lines, open or close valves, or take other action that would affect the operation of existing systems, except as specifically required by the Contract Documents and after authorization by District and Engineer. Such authorization will be considered within 48 hours after receipt of Contractor's written request.
- E. District will install and maintain bypass facilities temporary connections required to keep District's sewer system operations online. Sequences other than those specified will be considered upon written request to District and Engineer, provided they afford equivalent continuity of operations.
- F. Do not proceed with Work affecting a facility's operation without obtaining District's and Engineer's advance approval of the need for and duration of such Work.

1.8 CONTRACTOR USE OF SITE AND PREMISES

- A. Limit use of site and premises to allow:
 - 1. District occupancy. The Contractor shall coordinate any utility shutdowns or cut-overs with the District and other utility owners. The Contractor shall allow for unlimited District access to the project site through the duration of construction.
 - 2. Use of site by the public when permitted.
 - 3. Work by other contractors.
 - 4. The Contractor shall cooperate fully with the District and other Contractors to provide continued access to their respective work sites. The Contractor's failure to do so shall constitute the basis for delay claims by the Contractor.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Contractor shall receive, unload, store, and deliver to the site all materials and equipment required for the performance of the work. The delivery and storage location for the frac tanks and associated equipment is shown on the site plan.

1.10 DRAWINGS

- A. Contractor shall use approved drawings. Any questions shall be brought to the attention of the Engineer. Any revisions or clarifications to the drawings will be issued in writing.

1.11 COORDINATION OF DOCUMENTS GOVERNING THE WORK

- A. The standard District forms, specifications, associated plans, solicitation provisions and contract clauses, made a part of the contract are essential parts thereof and the requirements in one are as binding as though contained in all. They are intended to be mutually supplementary to describe and provide for complete work.
- B. All discrepancies in the Drawings shall be brought to the attention of the Engineer for resolution. Drawings shall not be scaled to obtain missing or conflicting dimensions. The Contractor shall keep a check on dimensions and details as the work progresses and any errors or discrepancies discovered shall be promptly reported to the Engineer.
- C. In cases of conflict between plans, specifications, contract provisions, supplemental agreements and provisions, the provisions of contract shall govern. In all cases of dispute in respect to such conflict or as to what part or parts of the specifications apply to any given parts of the work, decisions shall be made by the Engineer.

1.12 COPIES OF DRAWINGS AND SPECIFICATIONS

- A. Full size prints shall be used for construction. The Contractor will be furnished with electronic copies of the Drawings and specifications and will be responsible for providing additional hard copies of the Drawings and specifications he/she may require to carry on the work in a satisfactory manner. The Contractor shall also be responsible for providing copies of the Drawings and specifications to all subcontractors and trades performing work under this contract.

1.13 EXISTING UTILITIES AND OBSTRUCTIONS

- A. Unless otherwise permitted by the District, the Contractor shall conduct his operations in a manner that will permit continuous operation of all utilities. The locations of existing underground utilities and structures, as can be determined from record information, have been shown on the Drawings.

1.14 RESTORATION OF EXISTING IMPROVEMENTS

- A. Existing paving, curbs, gutters, sidewalks, utilities, landscaping, irrigation systems, planting or other improvements removed, damaged or disturbed due to the delivery of equipment and appurtenances shall be replaced in kind to the satisfaction of the Engineer and owning agency at no additional expense to the District.

1.6 PRE-CONSTRUCTION CONFERENCE

- A. Refer to Section 01 30 00, "**Administrative Requirements**" for required attendees. Scheduling and location of the Site Mobilization Meeting shall be confirmed with the District and the Engineer at least 2 business days prior to the meeting, and no more than 5 business days after the Notice to Proceed.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 20 00

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 GENERAL

- A. The Contractor shall install all equipment and appurtenances required to construct the complete, fully operational system as specified and shown in the project drawings and specifications to receive full contract payment upon completion.
- B. Payment for the various items of the Bid Schedule, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of Work being described, as necessary to complete the various items of the Work in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Division of Drinking Water, Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for various appurtenant items of Work.

1.2 SCHEDULE OF VALUES

- A. A Schedule of quantities is included at the end of this section for the major components of the various lump sum Base Bid items. Contractor shall provide associated schedule of values corresponding to the schedule of quantities for payment purposes. Overhead and profit shall not be shown as a separate item and each line item shall include pro-rated amounts for the Contractor's costs, overhead, profit, temporary facilities, and other expenses in connection with the item of work. The total of all items listed in the schedule shall be equal to the lump sum bid contract amount. The items included in each Schedule of Values shall include the major Work components of the bid item.
- B. The Engineer shall review the preliminary Schedule of Values and make any adjustments in the listing of major Work components of the bid item and associated value allocations if, in the opinion of the Engineer, these are necessary to establish fair and reasonable allocation of values for the major Work components. Front end loading will not be permitted. The Engineer may require reallocation of major Work components from items in the above listing if in the opinion of the Engineer such reallocation is necessary. This review and any necessary revisions shall be completed within fifteen (15) days from the date of the Notice of Proceed.
- C. Mobilization/Demobilization. Payment for mobilization and demobilization shall be based on the lump sum price established in the bid schedule and paid for monthly in a percentage amount as completed. Maximum value not to exceed five percent (34%) of total contract Base Bid price.

1.3 CHANGES TO SCHEDULE OF VALUES

- A. In the event that the Contractor and Engineer agree to make adjustments to the original Schedule of Values because of inequities discovered in the original accepted detailed Schedule of Values, increases and equal decreases to values for activities may be made.

- B. Revise schedule to list approved Change Orders with each Application for Payment.

1.4 APPLICATION FOR PAYMENT

- A. Submit electronic file in Microsoft Excel and Adobe PDF of each Application for Payment on EJCDC C-620 - Contractor's Application for Payment. Alternative equivalent formats are acceptable with approval of the Engineer.
- B. Content and Format: Use Bid Item list and Schedule of Values for listing items in Application for Payment.
- C. Submit updated construction schedule with each Application for Payment.
- D. Payments: General Conditions Article 15.
- E. Substantiating Data: When Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
 - 1. Partial release of liens from major Subcontractors and vendors.
 - 2. Affidavits attesting to off-Site stored products.

1.5 CHANGE PROCEDURES

- A. Submittals: Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. Carefully study and compare Contract Documents before proceeding with fabrication and installation of Work. Promptly advise Engineer of any error, inconsistency, omission, or apparent discrepancy.
- C. Requests for Interpretation (RFI) and Clarifications. Use AIA G716-Request for Information and CSI Form 13.2A-Request for Interpretation for requesting interpretations unless otherwise approved by Engineer.
 - 1. Submit all RFIs in writing in a format approved by the Engineer.
 - 2. Allot time in construction scheduling for liaison with Engineer; establish procedures for handling queries and clarifications.
 - 3. Engineer shall provide written responses to RFIs within 7 calendar days.
- D. Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions to Contractor.
- E. Engineer may issue Proposal Request or Notice of Change including a detailed description of proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change and with the period of time during which the requested price will be considered valid. Contractor will prepare and submit estimate within 14 calendar days.
- F. Contractor may propose changes by submitting a request for change to Engineer describing proposed change and its full effect on the Work. Include a statement describing reason for the change and the effect on Contract Sum/Price and Contract Time with full documentation, time impact analysis and a statement describing effect on the Work by separate or other Contractors. Refer to General Conditions, Article 11.

- G. Stipulated Sum/Price Change Order: Based on Notice of Change and Contractor's fixed price quotation.
- H. Unit Price Change Order: For Contract unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of that which are not predetermined, execute Work under Construction Change Directive. Changes in Contract Sum/Price or Contract Time will be computed as specified for Change Order.
- I. Construction Change Directive: Architect/Engineer may issue directive, on Construction Change Directive signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.
- J. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract. Architect/Engineer will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.
- K. Maintain detailed records of Work done on time and material basis. Provide full information required for evaluation of proposed changes and to substantiate costs for changes in the Work.
- L. Document each quotation for change in Project Cost or Time with sufficient data to allow evaluation of quotation.
- M. Execution of Change Orders: Architect/Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
- N. Correlation of Contractor Submittals:
 - 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
 - 2. Promptly revise Progress Schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of Work affected by the change, and resubmit.
 - 3. Promptly enter changes in Record Documents.

1.6 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of Engineer, it is not practical to remove and replace the Work, Engineer will direct appropriate remedy or adjust payment.
- C. The defective Work may remain or will be partially repaired according to instructions of Engineer, but unit sum/price will be adjusted to new sum/price at discretion of Engineer and Owner.
- D. Individual specification sections may modify these options or may identify specific formula or percentage sum/price reduction.
- E. Authority of Engineer and Owner to assess defects and identify payment adjustments is final.
- F. Nonpayment for Rejected Products: Payment will not be made for rejected products for any of the following reasons:
 - 1. Products wasted or disposed of in a manner that is not acceptable.

2. Products determined as unacceptable before or after placement.
3. Products not completely unloaded from transporting vehicle.
4. Products placed beyond lines and levels of the required Work.
5. Products remaining on hand after completion of the Work.
6. Loading, hauling, and disposing of rejected products.

1.7 UNIT PRICES

- A. Take measurements and compute quantities. District will verify measurements and quantities.
- B. Unit Quantities: Quantities and measurements indicated on Bid Form are for Contract purposes only. The actual quantities provided shall determine payment.
 1. When actual Work requires more or fewer quantities than those quantities indicated, provide required quantities at contracted unit sum/prices.
 2. When actual Work requires 10 percent or greater change in quantity than those quantities indicated, Owner or Contractor may claim a Contract Price adjustment.
- C. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application, or installation of item of the Work; overhead and profit.
- D. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Engineer multiplied by unit sum/price for Work incorporated in or made necessary by the Work.
- E. Measurement of Quantities:
 1. Weigh Scales: Inspected, tested, and certified by applicable State weights and measures department within past year
 2. Platform Scales: Of sufficient size and capacity to accommodate conveying vehicle.
 3. Metering Devices: Inspected, tested, and certified by applicable State department within past year.
 4. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel, or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
 5. Measurement by Volume: Measured by cubic dimension using mean length, width, and height or thickness.
 6. Measurement by Area: Measured by square dimension using mean length and width or radius.
 7. Linear Measurement: Measured by linear dimension, at item centerline or mean chord
 8. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as completed item or unit of the Work.

1.8 ALTERNATES

- A. **Alternates quoted on Bid Forms will be reviewed and accepted or rejected at the District's option.** Accepted Alternates will be identified in District-Contractor Agreement. The District-Contractor Agreement may identify certain Alternates to remain a District option for a stipulated period.
- B. Coordinate related Work and modify surrounding Work. Description for each Alternate is recognized to be abbreviated but requires that each change shall be complete for the scope of Work affected.
 1. Coordinate related requirements among Specification Sections as required.

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2. Include as part of each Alternate: Miscellaneous devices, appurtenances, and similar items incidental to or necessary for complete installation.
3. Coordinate Alternate with adjacent Work and modify or adjust as necessary to ensure integration.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 22 00

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 GENERAL

- A. Unless otherwise specified in other individual sections of these Specifications, quantities of work shall be determined from measurements or dimensions in horizontal planes. However, linear quantities of pipe shall be considered as being the horizontal length as measured along the ground surface.
- B. Units of measurement shall be in accordance with U.S. Standard Measures.
- C. Materials and unit price items of work are to be paid for on a measurement basis in accordance with Part 2 of this section.
- D. Contract Bid Items are a combination of unit prices and lump sum prices.
- E. This Section defines the process whereby the Schedule of Values (lump sum price breakdown) shall be developed and utilized by the Contractor for preparation of Contractor's Progress Payment Requests.
- F. All lump sum price breakdown items shall include all manpower, equipment and material costs such that the total of all items equals the Contract Bid Price.

1.2 LUMP SUM PRICE BREAKDOWN (SCHEDULE OF VALUES)

- A. Immediately after award of the Contract and prior to approval of initial payment request, the Contractor shall submit a cost breakdown list (Schedule of Values) to the Engineer for all lump sum bid items. This list shall consist of the major components of work that make up the lump sum bid items and shall be used for determining progress pay estimates. The Contractor shall fill in the amounts for each component, prorating general costs (such as, setup, overhead, and profit) in each component. The total of all components of each lump sum bid item shall equal the total of **that lump sum bid item**. If the amount indicated in the Contractor's Schedule of Values for any item on the list appears unbalanced, the Engineer may request that the Contractor revise the item as deemed necessary by the Engineer, unless the Contractor can substantiate these costs.
- B. Only work items of value to the Owner shall be included in the list. An item for cleanup shall be listed in the breakdown, in the amount of at least one quarter of one percent (0.25%) of the total bid item. If cleanup proceeds as the job progresses, then partial payments of these amounts will be made accordingly.

PART 2 PRODUCTS

2.1 BID ITEMS

- A. The Bid Amounts for each Bid Item will be used for comparative bid analysis. The Bid amounts will also form the basis of monthly progress payments. Each Lump Sum bid amount will undergo further breakdown as described previously in this section. Bid items are not intended to be

exclusive descriptions of Work categories and the Contractor shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Bid Item (Work phase) as shown and specified.

- B. All pay line items will be paid for at the prices named in the Bid Schedule for the respective items of Work. The quantities of work or materials stated as unit price items on the Bid Schedule are supplied only to give an indication of the general scope of the Work.
- C. Bid items paid based on time are defined as follows:
 - 1. Day: one calendar day
 - 2. Week: one calendar week (7 calendar days)
 - 3. Month: one calendar month (30 calendar days)
- D. Payment for dewatering, field engineering and all other work required to complete the work in this contract is included in the various items of work. No separate payment will be made for any of these items of work.
- E. A bid item quantity shown as a final (F) pay item is for payment purposes only. For a final pay item, accept payment based on the Bid Item List quantity, regardless of the actual quantity used unless dimensions are changed by the Engineer.

2.2 BASE BID ITEM DESCRIPTIONS

- A. **SCHEDULE A: Frac Tank Procurement.** The following SCHEDULE A Bid item descriptions are numbered in accordance with Bid Schedule A in the Bid Proposal Form.
 - 1. Bid Item 1: Frac Tank Delivery
Full compensation for **Frac Tank Delivery** will be paid for at the contract **lump sum (LS)** price, which price shall constitute full compensation for all delivery and staging work. The scope of work for Frac Tank Delivery shall include, but not be limited to, obtaining all bonds, insurance and permits, fuel surcharges, moving onto the site of all plant and equipment, including but not limited to frac tanks, spill containment berms, pumps and hoses, connecting pumps and hoses, obtaining approval of a schedule of values for lump sum items and approval of critical path submittals as enumerated in the Plans and these Specifications, and no additional allowances will be made therefor.
 - 2. Bid Item 2: Frac Tank Pickup
Full compensation for **Frac Tank Pickup** will be paid for at the contract **lump sum (LS)** price, which price shall constitute full compensation for all pickup and removal work. The scope of work for Frac Tank Pickup shall include, but not be limited to, obtaining all bonds, insurance and permits, fuel surcharges, moving out of the site of all plant and equipment, including but not limited to frac tanks, spill containment berms, pumps and hoses. Payment for Frac Tank Pickup shall occur when all required items per the contract are fulfilled and the site is free of equipment and clean and ready for use as determined by the Engineer and as enumerated in the Plans and these Specifications, and no additional allowances will be made therefor.
 - 3. Bid Item 3: Frac Tanks (Day)
Full compensation for **Frac Tanks (Day)** will be paid for at the contract unit price per **day (DY)** for the use of twelve (12) frac tanks, which price shall include full compensation for the **District's daily use of the frac tanks for dewatering the WWTP aeration basin, storing the dewatered liquid, and returning the liquid back to the WWTP aeration basin, including interconnecting all frac tanks in a daisy chain, as enumerated in the Plans and these Specifications, and no additional allowances will be made therefor.**
 - 4. Bid Item 4: Frac Tanks (Week)
Full compensation for **Frac Tanks (Week)** will be paid for at the contract unit price per **Week**

- (WK)** for the use of twelve (12) frac tanks, which price shall include full compensation for the District's daily use of the frac tanks for dewatering the WWTP aeration basin, storing the dewatered liquid, and returning the liquid back to the WWTP aeration basin, including interconnecting all frac tanks in a daisy chain, as enumerated in the Plans and these Specifications, and no additional allowances will be made therefor.
5. Bid Item 5: Frac Tanks (Month)
Full compensation for **Frac Tanks (Month)** will be paid for at the contract unit price per **month (MO)** for the use of twelve (12) frac tanks, which price shall include full compensation for the District's daily use of the frac tanks for dewatering the WWTP aeration basin, storing the dewatered liquid, and returning the liquid back to the WWTP aeration basin, including interconnecting all frac tanks in a daisy chain, as enumerated in the Plans and these Specifications, and no additional allowances will be made therefor.
 6. Bid Item 6: Spill Containment Berm (Day)
Full compensation for **Spill Containment Berms (Day)** shall be paid for at the contract unit price per **day (DY)** for the use of twelve (12) spill containment berms, which price shall include full compensation for the District's daily use of the spill containment berms, which shall be installed under each frac tank upon delivery, as enumerated in the Plans and these Specifications, and no additional allowances will be made therefor.
 7. Bid Item 7: Spill Containment Berm (Week)
Full compensation for **Spill Containment Berms (Week)** shall be paid for at the contract unit price per **week (WK)** for the use of twelve (12) spill containment berms, which price shall include full compensation for the District's daily use of the spill containment berms, which shall be installed under each frac tank upon delivery, as enumerated in the Plans and these Specifications, and no additional allowances will be made therefor.
 8. Bid Item 8: Spill Containment Berm (Month)
Full compensation for **Spill Containment Berms** shall be paid for at the contract unit price per **month (MO)** for the use of twelve (12) spill containment berms, which price shall include full compensation for the District's daily use of the spill containment berms, which shall be installed under each frac tank upon delivery, as enumerated in the Plans and these Specifications, and no additional allowances will be made therefor.
 9. Bid Item 9: Diesel Engine Driven Pumps (Day)
Full compensation for **Diesel Engine Driven Pumps (Day)** will be paid for at the contract unit price per **day (DY)** for the use of two (2) diesel engine driven pumps with 6-inch hose connections and shut-off valves for use in dewatering the aeration basin and pumping the liquid into the frac tanks and other WWTP basins, including delivery and pickup charges, cleaning charges and related work, as enumerated in the Plans and these Specifications, and no additional allowances will be made therefor.
 10. Bid Item 10: Diesel Engine Driven Pumps (week)
Full compensation for **Diesel Engine Driven Pumps (Week)** will be paid for at the contract unit price per **week (WK)** for the use of two (2) diesel engine driven pumps with 6-inch hose connections and shut-off valves for use in dewatering the aeration basin and pumping the liquid into the frac tanks and other WWTP basins, including delivery and pickup charges, cleaning charges and related work, as enumerated in the Plans and these Specifications, and no additional allowances will be made therefor.
 11. Bid Item 11: Diesel Engine Driven Pumps (Month)
Full compensation for **Diesel Engine Driven Pumps (Month)** will be paid for at the contract unit price per **month (MO)** for the use of two (2) diesel engine driven pumps with 6-inch hose connections and shut-off valves for use in dewatering the aeration basin and pumping the liquid into the frac tanks and other WWTP basins, including delivery and pickup charges, cleaning charges and related work, as enumerated in the Plans and these Specifications, and no additional allowances will be made therefor.
 12. Bid Item 12: 6-Inch Flexible Hoses (Day)
Full compensation for **6-Inch Flexible Hoses (Day)** will be paid for at the contract unit price

per **day (DY)** for the use of twenty (20) twenty foot long segments of 6-inch diameter flexible hose with hose connectors for use in conveying liquid with the diesel engine driven pumps, including delivery and pickup charges, connecting hoses together and to pumps ready for use, cleaning charges and related work as enumerated in the Plans and these Specifications, and no additional allowances will be made therefor.

13. Bid Item 13: 6-Inch Flexible Hoses (Week)

Full compensation for **6-Inch Flexible Hoses (Week)** will be paid for at the contract unit price per **week (WK)** for the use of twenty (20) twenty foot long segments of 6-inch diameter flexible hose with hose connectors for use in conveying liquid with the diesel engine driven pumps, including delivery and pickup charges, connecting hoses together and to pumps ready for use, cleaning charges and related work as enumerated in the Plans and these Specifications, and no additional allowances will be made therefor.

14. Bid Item 14: 6-Inch Flexible Hoses (Month)

Full compensation for **6-Inch Flexible Hoses (Month)** will be paid for at the contract unit price per **month (MO)** for the use of twenty (20) twenty foot long segments of 6-inch diameter flexible hose with hose connectors for use in conveying liquid with the diesel engine driven pumps, including delivery and pickup charges, connecting hoses together and to pumps ready for use, cleaning charges and related work as enumerated in the Plans and these Specifications, and no additional allowances will be made therefor.

15. Bid Item 15: Frac Tank Cleaning

Full compensation for **Frac Tank Cleaning** will be paid for at the contract unit price per **each (EA)**, which price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals required to clean frac tanks prior to removal from the WWTP site, as enumerated in the plans and these specifications, and no additional allowances will be made therefor.

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination and Project Conditions
- B. Site mobilization Meeting
- C. Closeout Meeting

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various sections of project manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify that utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate Work of various sections having interdependent responsibilities for installing, connecting to, and placing operating equipment in service.
- C. Coordination Meetings: In addition to other meetings specified in this section, hold coordination meetings with personnel, District and other contractors to ensure coordination of Work.
- D. Coordinate completion and clean-up of Work of separate sections in preparation for substantial completion and for portions of Work designated for District's partial occupancy and for portions of Work designated for District's occupancy.
- E. After District's occupancy of premises, coordinate access to Site for correction of defective Work and Work not complying with Contract Documents, to minimize disruption of District's activities.

1.3 SUBMITTALS

- A. Documentation of all equipment to be delivered to verify that it meets specified requirements.

1.4 RELATED SECTION:

- A. Contract General Conditions.

1.5 OTHER WORK

- A. Refer to Contract General Conditions.
- B. Ensuring continuous operation of all utilities: Refer to General Contract Conditions, Section 01 10 00 "Summary of Work" for Contractor's responsibilities regarding existing utilities and obstructions.

1.6 UTILITIES

- A. Notify applicable utility providers:
 - 1. Prior to commencing Work,
 - 2. If damage occurs, or
 - 3. If conflicts or emergencies arise during Work.

- B. Prior to connecting to any existing structure or pipeline carrying wastewater, water, gas, storm water, or other material, the Contractor shall prepare and have approved by the Engineer his detailed plan on how the connection may be made without causing an uncontrolled discharge resulting in contamination of the soil or groundwater. By reviewing and approving the plan, the District does not accept responsibility for the adequacy thereof nor for any damages to public or private property caused by the Contractor.

1.7 PROJECT MEETINGS

- A. General:
 - 1. Schedule meetings throughout the progress of the Work, prepare meeting agenda and distribute with written notice of each meeting, record minutes to include significant proceedings and decisions, and reproduce and distribute copies of minutes within one day after each meeting to participants and parties affected by meeting decisions.
 - 2. Representatives of District, Contractor, and Subcontractors shall attend meetings, as needed.
 - 3. All subcontractors are required to be in attendance when safety issues and safety training requirements are presented.

- B. Site Mobilization Meeting
 - 1. Engineer will schedule meeting at Project Site prior to Contractor delivery of materials and equipment. Construction Manager presides over meeting.
 - 2. Attendance Required: Engineer, District, Contractor, Contractor's superintendent, special consultants, Construction Manager, and major Subcontractors.
 - 3. Agenda:
 - a. Use of premises by District and Contractor.
 - b. Owner's requirements and occupancy.
 - c. Construction facilities and controls provided by District.
 - d. Temporary utilities provided by District.
 - e. Security and housekeeping procedures.
 - f. Schedules.
 - g. Requirements for startup of equipment.
 - h. Inspection and acceptance of equipment put into service during construction period.
 - a. Start-up of facilities and systems.
 - b. System demonstration and observation.
 - c. Operations and maintenance of equipment.
 - 4. Construction Manager: Record minutes and distribute digital copies to participants after meeting, to Engineer, Owner, and those affected by decisions made.

- C. Closeout Meeting
 - 1. Schedule Project closeout meeting with sufficient time to prepare for requesting substantial completion. Preside over meeting and be responsible for minutes.
 - 2. Attendance Required: Contractor, Construction Manager, major Subcontractors, Engineer, Owner, and others appropriate to agenda.
 - 3. Include meeting date on Construction Schedule. Notify Engineer five (5) days in advance of proposed meeting date.
 - 4. Agenda:
 - a. Shut-down of facilities and systems.

- b. Partial release of retainage.
 - c. Final cleaning.
 - d. Preparation for final inspection.
 - e. Final application for payment.
 - f. Contractor's demobilization of Site.
5. Record minutes and distribute digital copies to participants after meeting, to Engineer, District, and those affected by decisions made.

D. Other Meetings: In accordance with Contract Documents and as may be required by District and Engineer.

1.8 SEQUENCE OF WORK

- A. Construct Work in stages to allow for District continuous occupancy during construction. Coordinate construction schedule and operation with the District.
- B. Be responsible for temporary connections and structures required to maintain District operations. Sequences other than those specified will be considered by Engineer, provided they afford equivalent continuity of operations.
- C. Perform Work continuously during critical connections and changeovers, and as required to prevent interruption of District operations.
- D. Coordinate proposed Work with the Engineer and facility operations personnel before affecting unit shutdowns. Under no circumstances cease Work at the end of a normal working day if such actions may inadvertently cause a cessation of any facility operating process, in which case, remain onsite until necessary repairs are complete.
- E. Do not close lines, open switches, or take other action which would affect the operation of existing systems, except as specifically required by the Contract Documents and after approval of the Engineer. Such actions will be considered by District and Engineer upon one week written notice to the Engineer.

1.9 ADJACENT FACILITIES AND PROPERTIES

- A. Contractor shall coordinate with the District in all operations to minimize conflicts pertaining to, but not limited to, construction noise, traffic access, and to ensure all necessary permits are obtained.
- B. Examination:
 1. After Effective Date of the Agreement and before Work at site is started, Contractor, Engineer, and affected property owners and utility owners shall make thorough examination of pre-existing conditions including existing buildings, structures, pipelines, and other improvements in vicinity of Work, as applicable, which might be damaged by construction operations.
 2. District shall take two sets of photographs and videotape pre-existing conditions prior to the start of the work. One set of photographs and videotape shall be given to the contractor. Periodic re-examination shall be jointly performed to include, but shall not be limited to, cracks in structures, settlement, leakage, and similar conditions. Include public roads and improvements to adjacent private property as part of preexisting condition documentation.
 3. Record observations for signature of Contractor.

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1.10 SITE SECURITY

- A. Contractor shall coordinate with the District to ensure that site security is maintained at all times.

1.11 OWNER (DISTRICT) FACILITIES

- A. Operation and Shutdown of Existing Facilities:
 - 1. Schedule and conduct activities to ensure minimal disturbance to the water distribution network, unless otherwise specified.
 - 2. Do not proceed with Work affecting a facility's operation without obtaining District's advance approval of the need for and duration of such Work.
- B. Damage to Existing Facilities
 - 1. The Contractor shall be responsible for restoring, repairing, or replacing District facilities damaged by the Contractor, to the satisfaction of the Engineer.

1.12 PHYSICAL CONDITIONS

- A. Exercise reasonable care to verify the location of existing subsurface structures and underground facilities, proceeding in accordance with Section 01 10 00, "Summary of Work" and of other applicable sections of the Specifications.
- B. Thoroughly check adjacent areas subject to excavation by visual examination (and by electronic metal and pipe detection equipment, as necessary) for indications of subsurface structures and underground facilities.

1.13 REFERENCE POINTS AND SURVEYS

- A. Location and elevation of benchmarks are shown on the Survey Control Diagrams contained in the Drawings.
- B. Dimensions for lines and elevations for grades of structures, appurtenances, and utilities are indicated on the Plans, together with other pertinent information required for laying out Work. If conditions vary from those indicated, Contractor shall notify the District and Engineer immediately.

1.14 PERMIT REQUIREMENTS

- A. Obtain any permits required for the transport of equipment to and from the WWTP site on state and county roads, as required.
- B. Notification
 - 1. The Contractor shall provide a contact name and mailing address for the purpose of notification in conformance with the approval or permit conditions. The Contractor shall provide the name(s), email addresses, and telephone numbers of representatives who can be reached at all times and who have the authority and responsibility to respond immediately to an emergency situation at the construction jobsite. Mailing addresses, email addresses, name and telephone numbers required for notification and emergency response shall be provided to the Engineer.
- C. The Contractor shall submit copies of all other permits and approvals from other government agencies with respect to the work. If a permit is not required from these agencies, the Contractor should provide copies of correspondence that indicates that a permit is not required.

- D. The above requirements shall be distributed to all Subcontractors working on the project site.

PART 2 PRODUCTS

2.1 NOT USED

PART 3 EXECUTION

3.1 ALTERATION PROCEDURES

- A. Designated areas of existing facilities will be occupied for normal operations during progress of construction. Cooperate with District in scheduling operations to minimize conflict and to permit continuous usage.
 - 1. Perform Work not to interfere with operations of occupied areas.
 - 2. Keep utility and service outages to a minimum and perform only after written approval of District.
- B. Materials: As specified in product sections; match existing products with new and salvaged products for patching and extending Work.
- C. Employ skilled and experienced installer to deliver and set up equipment so it is ready to perform Work.
- D. Patch or replace portions of existing surfaces that are damaged, lifted, discolored, or showing other imperfections.
- E. Finish surfaces as specified in individual product sections.

END OF SECTION



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