

**Mission statement of McKinleyville Community Services District:**  
“Provide McKinleyville with safe and reliable water, wastewater, lighting, open space, parks and recreation, library services, and other appropriate services for an urban community in an environmentally and fiscally responsible manner.”

**NOTICE IS HEREBY GIVEN THAT A SPECIAL MEETING OF THE  
MCKINLEYVILLE COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS  
WILL BE HELD  
WEDNESDAY, APRIL 12, 2023 AT 5:00pm**

**LOCATION: District Office Conference Room  
1656 Sutter Road  
McKinleyville, CA 95519**

**Or**

**TELECONFERENCE Via ZOOM & TELEPHONE:  
Use ZOOM MEETING ID: 859 4543 6653 (<https://us02web.zoom.us/j/85945436653>) or DIAL  
IN TOLL FREE: 1-888-788-0099 (No Password Required!)**

To participate in person, please come to Azalea Hall.

To participate by teleconference, please use the toll free number listed above, or join through the internet at the Zoom App with weblink and ID number listed above, or the public may submit written comments to the Board Secretary at: [comments@mckinleyvillecsd.com](mailto:comments@mckinleyvillecsd.com) up until 4:30 p.m. on Tuesday, April 11, 2023

All Public Comment received before the above deadline will be provided to the Board at 9 a.m. on Wednesday, April 12, 2023 in a supplemental packet information that will also be posted on the website for public viewing.

---

**AGENDA**  
**5:00 p.m.**

**A. CALL TO ORDER**

A.1 Roll Call

A.3 Additions or Changes to the Agenda

*Items may be added to the Agenda in accordance with Section 54954.2(b)(2) of the Government Code (Brown Act), upon a determination by two-thirds vote of the members of the legislative body present at the time of the meeting, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the McKinleyville Community Services District after the Agenda was posted.*

A.4 Approval of the Agenda

## **B. PUBLIC COMMENT AND WRITTEN COMMUNICATIONS**

*Any person may address the Board at this time upon any subject not identified on this Agenda but within the jurisdiction of the McKinleyville Community Services District; however, any matter that requires action will be referred to staff for a report of action at a subsequent Committee or Board meeting. As to matters on the Agenda, an opportunity will be given to address the Board when the matter is considered. **Comments are limited to 3 minutes.** Letters should be used for complex issues.*

## **D. CONTINUED AND NEW BUSINESS**

- |     |   |               |
|-----|---|---------------|
| D.1 | Consider and Possible Approval of Contract with Mercer Fraser, Co. to Construction the 4.5MG Water Tank Project   | <b>Pg. 3</b>  |
|     | Attachment 1 – Kennedy Jenks Award Recommendation Memo with Bid Tabulation  | <b>Pg. 6</b>  |
|     | Attachment 2 – Mercer Fraser Bid Documents  | <b>Pg. 18</b> |
| D.2 | Consider Awarding System Integration Contract to iCAD Automation for Integrating the New 4.5 MG Water Storage Tank Controls into the District’s Existing SCADA System | <b>Pg. 65</b> |
|     | Attachment 1 – Professional Services Agreement with iCAD Automation Including Scope of Work   | <b>Pg. 67</b> |

## **E. ADJOURNMENT**

**Posted 5:00 pm on April 7, 2023**

*Pursuant to California Government Code Section 54957.5, this agenda and complete Board packet are available for public inspection on the web at [McKinleyvillecsd.com/minutes](http://McKinleyvillecsd.com/minutes) or upon request at the MCSD office, 1656 Sutter Road, McKinleyville. A complete packet is also available for viewing at the McKinleyville Library at 1606 Pickett Road, McKinleyville. If you would like to receive the complete packet via email, free of charge, contact the Board Secretary at (707)839-3251 to be added to the mailing list.*

*McKinleyville Community Services District will, on request, make agendas available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in an alternative format or who need a disability-related modification or accommodation in order to participate in the meeting should contact the Board Secretary at (707) 839-3251. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements for accommodations.*

# McKinleyville Community Services District

## BOARD OF DIRECTORS

April 12, 2023

TYPE OF ITEM: **Action**

---

**ITEM: D.1**   **Consider and Possible Approval of Contract with Mercer Fraser, Co. to Construction the 4.5MG Water Tank Project**

**PRESENTED BY:**   **Patrick Kaspari, General Manager**

**TYPE OF ACTION:**                                     **Roll Call**

**Recommendation:**

Staff recommends that the Board review the information provided, discuss, take public comment, find Mercer Fraser Co. the lowest priced, most responsive and responsible bidder, and authorize the General Manager to execute a contract and associated documents with Mercer Fraser, Co. to perform the construction of the 4.5MG Pre-stressed concrete water tank project in the amount of \$11,642,475 with a 10% contingency of \$1,164,248 for a total of \$12,806,723.

**Discussion:**

The District has been working on the construction of a 4.5MG Water Storage Tank for some time prior to the need for an additional storage tank was formally identified in the 2015 Capital Improvement Plan. The sole source of water for the District is an 18-inch, cement-lined, cast-iron pipe from Humboldt Bay Municipal Water District (HBMWD). This pipe is buried approximately 16-feet below the bed of the Mad River and is vulnerable to a large earthquake or flood, which could rupture this pipe. Repairing this pipe would be extremely difficult and expensive and could result in the District being out of water for weeks or months. One of the means to address this problem is to provide additional storage, which the proposed tank will provide. This will allow the District approximately 7-days of storage, and, through the use of the intertie with the City of Arcata located in the Highway 101 Bridge, the District can take water from Arcata at night to refill tanks and extend out the available water supply while repairs are being made. The District has also applied for funding to install a redundant pipeline under the Mad River to add further redundancy.

The project is being funded in part by a Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant being administered by the California Governor's Office of Emergency Services (CalOES). The District originally submitted a Hazard Mitigation Grant (HMG) application in 2018. Phase 1 of the grant was approved in early 2020 and covered the completion of the environmental special studies needed to complete the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) permitting. These environmental studies were completed in early 2021 by Kennedy Jenks Engineer, who were awarded the Engineering contract for this project after a

competitive process. Phase 2 of the grant funding was awarded in March 2022, and this included the final design, permitting, bidding and construction of the tank. KJ finished the design and release the construction project for bid on February 15, 2023. Bids were due back at 2:00 pm on March 28, 2023. At that time the bids were open and read. There were three bids as detailed in the table below.

Bid Schedule	Mercer Fraser Co.	Gateway Pacific Contractors, Inc.	Wahlund Construction, Inc.
Item 1. Base Bid	\$11,550,000.00	\$11,901,500.00	\$17,978,000.00
Item 2. Acts of God Insurance (Add)	\$92,475.00	\$150,000.00	\$71,000.00
Item 3. Sheeting, Shoring & Bracing (Add)	\$65,000.00	\$5,000.00	\$10,000.00
Item 4. Over-excavation (Add)	\$192,500.00	\$24,500.00	\$360,500.00
Item 5. Import Engineered Fill (Add)	\$346,500.00	\$189,000.00	\$1,207,500.00
<b>TOTAL BID PRICE</b>	<b>\$12,246,475.00</b>	<b>\$12,270,000.00</b>	<b>\$19,627,000.00</b>

Mercer Fraser Company was the apparent low bidder. KJ reviewed their bid and found their bid the lowest responsive and responsible bid and recommended awarding the construction contract to them as detailed in the attached memo (**See Attachment 1**). Mercer Fraser Co.'s entire bid documents are included as **Attachment 2**.

**Alternatives:**

Take No Action and do not award the Contract.

**Fiscal Analysis:**

The total construction base bid of \$11,642,475 and 10% contingency of \$1,164,248 totals \$12,806,723. To the construction cost needs to be added the design and construction management contract awarded to KJ in the amount of \$1,452,668. To this also needs to be added the \$87,520.38 iCAD integration contract (See Item D.2 of this Board Agenda). The overall project amount is then \$14,346,911. Of this approximately \$800,000 has already been spent on Engineering, leaving \$13,546,911 in funding remaining, which will be spent mainly over the 2023/24 and 2024/25 Fiscal Years.

The remaining \$13,546,911 will be partially funded by \$7,148,857.50 in already obligated Hazard Mitigation Grant funding. The District requested another \$1,868,227.50 in funding from FEMA/CalOES to fund this project back in September 2022. CalOES approved the funding request and forwarded on to



FEMA for final approval. We have not received formal approval from FEMA yet for this additional funding request.

The District also submitted a grant application to the North Coast Resource Partnership (NCRP) as part of the Prop. 1, Round 2 funding. We were approved for \$879,209 in funding from the NCRP.

If the FEMA additional funding is granted, the District's will need to fund \$3,650,617 of the remaining project costs. If the additional \$1,868,227.5 is not approved, the District's total cost will be \$5,518,844.50. The District's matching funding will be (partially or completely) provided by the Certificates of Participation, Series 2021A-Water bonds in the amount \$4,335,000.

The Fiscal 2022/23 CIP budget had \$800,000 budgeted for this Project, of which approximately \$595,000 has been spent. The 2023/24 FY CIP budget will have \$9,000,000 budgeted, and it is anticipated that the 2024/25 FY CIP budget, will budget the remaining \$5,000,000.

### **Environmental Requirements:**

NEPA and CEQA have been completed for this project. The District has consulted with the Army Corps of Engineers, State Department of Fish & Wildlife and the State Water Resources control Board and completed all of their required permits. The Construction Contractor will need to complete the County grading permit and the District will need to complete the final approval of the tank with the State Department of Health Services before the tank is put into service.

### **Exhibits/Attachments:**

- Attachment 1 – Kennedy Jenks Recommendation of Award Memo
- Attachment 2 – Mercer Fraser Co. Bid Document



5 April 2023

Patrick Kaspari  
 General Manager  
 McKinleyville Community Services District  
 1656 Sutter Rd.  
 McKinleyville, CA 95519

Subject: Engineer's Award Recommendation  
 4.5 MG Water Reservoir Project  
 KJ 2076050\*00

Dear Mr. Kaspari:

Proposals for the McKinleyville Community Services District (MCSD) 4.5 MG Water Reservoir Project were opened at 2:00 PM, March 28, 2023 at the MCSD office. Three proposals were received. We were provided scanned copies of the bids from the three bidders. Our analysis of the bids is summarized in the bid tabulation enclosed with this letter. A review of the bid tabulation indicates the following:

- The **apparent low bid** was submitted by Mercer-Fraser Company with a total bid price of \$12,246,475. This total consists of the following bid items:
 

Item 1: Base Bid	\$11,550,000
Item 2: Acts of God Insurance	\$92,475
Item 3: Sheeting Shoring, and Bracing	\$65,000
Item 4: Over-excavation	\$192,500
Item 5: Import Engineered Fill	\$346,500
- The **apparent second lowest bid** was submitted by Gateway Pacific Contractors, Inc. with a total bid price of \$12,270,000. This total consists of the following bid items:
 

Item 1: Base Bid	\$11,901,500
Item 2: Acts of God Insurance	\$150,000
Item 3: Sheeting Shoring, and Bracing	\$5,000
Item 4: Over-excavation	\$24,500
Item 5: Import Engineered Fill	\$189,000
- The **Engineer's Estimate** for the project was \$12,230,000.

No discrepancies were found in the apparent low bidder's (Mercer-Fraser Company) bid documents. We have thus deemed Mercer-Fraser Company's bid to be responsive.

A search of the California Contractors State License Board (CA CLSB) website confirmed that Mercer-Fraser Company holds a valid State of California Class A - General Engineer Contractor's License. License expiration is January 31, 2025. They hold a \$25,000 license bond with CA CLSB and there were no public complaint disclosures or construction related civil judgments noted.

Patrick Kaspari  
McKinleyville Community Services District  
5 April 2023  
Page 2

Mercer-Fraser Company is actively registered with the State of California Department of Industrial Relations (DIR).

A search of the federal government's System for Award Management (SAM) showed no active exclusion records for Mercer-Fraser Company, Mark Benzinger (Vice President), or Justin Zabel (President and CEO).

The Bid Bond provided by Mercer-Fraser Company was issued by Liberty Mutual Insurance Company which is named in the current list of "Certified Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds or Certified Reinsurer Companies Holding Certificates of Authority as Acceptable Reinsuring Companies" published in Circular 570 (most recent amendment) by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

Kennedy Jenks contacted the three references provided by Mercer-Fraser Company to demonstrate that the Bidder (Mercer-Fraser Company) meets the minimum qualifications for the work. The three references provided by Mercer-Fraser confirmed the information that was provided in Mercer-Fraser's bid. Mercer-Fraser is deemed to have met the specified qualification requirement.

As of the date of this letter, Kennedy Jenks was able to contact 3 of the 5 required references for the tank constructor (DN Tanks) and 8 of the 10 required references for the tank prestresser (also DN Tanks). All references contacted were positive. Based on the information gathered, DN Tanks is deemed to have met the specified qualifications requirement for tank constructor and prestresser.

We recommend that you award the contract to Mercer-Fraser Company as the lowest responsive/responsible bidder. The recommended contract award amount for the construction of the MCSD 4.5 MG Water Reservoir Project is \$12,246,475 which includes Bid Items 1, 2, 3, 4, and 5.

We have enclosed a copy of the responsibility determination form used to document our finding that Mercer-Fraser Company is a responsible bidder.

If you have any questions or comments regarding the information presented, please do not hesitate to contact me at (541) 844-7811. Very truly yours,

Kennedy/Jenks Consultants, Inc.

  
Charles L. Wright Jr.  
Project Manager

Enclosure

**McKinleyville Community Services District**  
**4.5 MG Water Reservoir Project**  
**Bid Tabulation**  
**Engineers Est: \$12.2 to \$12.7M**  
**March 28, 2023**  
**Bid Opening: 2:00 p.m.**

Bid Schedule	Bidder		
	Mercer-Fraser Company	Gateway Pacific Contractors, Inc.	Wahlund Construction, Inc.
Item 1. Base Bid	\$11,550,000.00	\$11,901,500.00	\$17,978,000.00
Item 2. Acts of God Insurance	\$92,475.00	\$150,000.00	\$71,000.00
Item 3. Sheeting, Shoring and Bracing	\$65,000.00	\$5,000.00	\$10,000.00
Item 4. Over-excavation	\$192,500.00	\$24,500.00	\$360,500.00
Item 5. Import Engineered Fill	\$346,500.00	\$189,000.00	\$1,207,500.00
<b>Total Bid Price</b>	<b>\$12,246,475.00</b>	<b>\$12,270,000.00</b>	<b>\$19,627,000.00</b>

<b>Bidding Documents</b>			
00300 Bid Form	Submitted	Submitted	Submitted
Acknowledged Addendum 1 (3/9/23)?	Yes	Yes	Yes
Acknowledged Addendum 2 (3/20/23)?	Yes	Yes	Yes
Acknowledged Addendum 3 (3/23/23)?	Yes	Yes	Yes
00410 Bid Security	Submitted	Submitted incomplete	Submitted
00411 Designation of Equip/Mat'l Mnfr's	Submitted	Submitted	Submitted
00414 Security for Compensation Cert.	Submitted	Submitted	Submitted
00420 Bidders Qualifications	Submitted	Submitted	Submitted
Contractor: 3 reference projects	Submitted	Submitted	Submitted
Tank Constructor: 5 reference projects	Submitted	Submitted	Submitted
Contractor's Superintendent: 2 projects	Submitted	Submitted	Submitted
Prestressor: 10 reference projects	Submitted	Submitted	Submitted
Prestressor Superintendent: 2 projects	Submitted	Submitted	Submitted
00430 Subcontractor List	Submitted	Submitted	Submitted
00445 Iran Contracting Act Certification	Submitted	Submitted	Submitted
00480 Noncollusion Affidavit	Submitted	Submitted	Submitted
00485 Certification Regarding Lobbying	Submitted	Submitted	Submitted
Standard Form-LLL Submitted?	No	No	No

<b>Responsiveness Determination:</b>			
Lowest Bidder deemed to be responsive?	Yes		

## RESPONSIBILITY DETERMINATION FORM

Project Name: McKinleyville Community Services District 4.5 MG Water Reservoir Project

Business Entity Name: Mercer-Fraser Company

Principals : Justin E. Zabel (President and CEO)  
Mark W. Benzinger (Vice President)

Contractor's License Number: 105709

License Classification: A

License Expiration Date: 1/31/2025

### Responsibility review (checkmark indicate affirmative answer):

Based on a search of the California State Contractors State License Board (<https://www.cslb.ca.gov/OnlineServices/CheckLicense/CheckLicense.aspx>) the following has been determined:

1.  Bidder has a valid State of California Class A – General Engineer Contractor's License
2.  Bidder has \$25,000 license bond on file with CA CLSB.
3.  Bidder has no public complaint disclosures or construction related civil judgments noted. (No complaints disclosed on CA CLSB. See screen shot below.)

Based on a search of the State of California Department of Industrial Relations (<https://cadir.secure.force.com/ContractorSearch>) the following has been determined:

1.  Bidder is actively registered with the DIR.  
Registration No.: 1000009518  
(See copy of information from DIR website attached.)
- This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. A search of <https://sam.gov/content/exclusions> does not show the Bidder or the Bidder's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. § 180.935). (See screen shots of search results below.)
- Bidder has disclosed the bidder's first-tier subcontractors.
- If a Bid Bond is submitted in lieu of a Bid Security, the bid surety is named in the current list of "Certified Companies Holding Certificates of Authority as Acceptable

Sureties on Federal Bonds or Certified Reinsurer Companies Holding Certificates of Authority as Acceptable Reinsuring Companies" published in Circular 570 (most recent amendment) by the Audit Staff Bureau of Accounts, U.S. Treasury Department (<https://www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html> ) and is admitted to issue bonds in the state in which the Project is located and all Work is performed. (See screen shot below. Shows CA.)

- Bidder has provided all material required to be provided with the bid and submitted information appears to be correct.

Based on review of the information provided by the Bidder on the Bidder's Qualifications (Section 00420):

1.  **Bidder** has successfully completed a minimum of 3 projects of similar size and scope to the Work contained in the Bidding Documents.
2.  Bidder's tank **Constructor** has successfully completed at least 5 tanks located in the United States within the last 10 years that are of the same construction type as that associated with the Work. [DN Tanks submitted 5 reference projects. Kennedy Jenks successfully contacted 3 of the references all of which confirmed the information provided. Based on this information, DN tanks is deemed to have met the specified experience requirement.]
3.  Bidder's **Prestresser** has successfully completed at least 10 tanks located in the United States within the last 5 years using the proposed stressing equipment and shotcrete equipment as will be used with Work. [DN Tanks submitted 12 reference projects. Kennedy Jenks successfully contacted 8 of the references all of which confirmed the information provided. Based on this information, DN tanks is deemed to have met the specified experience requirement.]

**Responsibility Determination:**

- Bidder is responsible.
- Bidder is not responsible.

[Home](#) | [Online Services](#) | License Details

## Contractor's License Detail for License # 105709

**DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) if this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

### Business Information

MERCER FRASER COMPANY  
 P O BOX 1006  
 EUREKA, CA 95502  
 Business Phone Number:(707) 443-6371

**Entity** Corporation  
**Issue Date** 08/23/1948  
**Expire Date** 01/31/2025

### License Status

This license is current and active.

All information below should be reviewed.

### Classifications

[A - GENERAL ENGINEERING](#)

### Bonding Information

#### Contractor's Bond

This license filed a Contractor's Bond with [SAFECO INSURANCE COMPANY OF AMERICA](#).

**Bond Number:** 6391279

**Bond Amount:** \$25,000

**Effective Date:** 01/01/2023

[Contractor's Bond History](#)

#### Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **070219567** for MARK WILLIAM BENZINGER in the amount of **\$25,000** with [LIBERTY MUTUAL INSURANCE COMPANY](#).

**Effective Date:** 02/06/2023

### Workers' Compensation

This license has workers compensation insurance with the [TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA](#)

**Policy Number:** UB3T497250

**Effective Date:** 04/01/2022

**Expire Date:** 04/01/2023

[Workers' Compensation History](#)

### Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

[Personnel List](#)

[Other Licensees](#)

### Is this your license?

**Does any of the information need to be corrected/updated?**

[Find out how to make changes to your license info](#)

### Online Services Quick Hits

- ▶ [Check a License or HIS Registration](#)
- ▶ [Find My Licensed Contractor](#)
- ▶ [Frequently Asked Questions](#)
- ▶ [Forms and Applications](#)
- ▶ [Guides and Publications](#)
- ▶ [CSLB Laws and Regulations](#)
- ▶ [List of All CSLB Fees](#)
- ▶ [License Classifications](#)
- ▶ [Contractor Newsletter](#)
- ▶ [Application Status](#)
- ▶ [Application Status \(Secured\)](#)
- ▶ [Application Status by Personnel Name](#)
- ▶ [Application Status by Business Name](#)
- ▶ [CSLB Email Login](#)

### Online Services



## Contractor Information

## Registration History

**Legal Entity Name**

DN TANKS LLC

**Legal Entity Type**

LLC

**Status**

Active

**Registration Number**

PW-LR-1000820128

**Registration effective date**

7/1/2022

**Registration expiration date**

6/30/2024

**Mailing Address**

11 Teal Rd Wakefield 01880-1223 MA United Sta...

**Physical Address**

351 Cypress Lane El Cajon 92020 CA United Stat...

**Email Address**

**Trade Name/DBA**

**License Number(s)**

CSLB:1080890

Effective Date	Expiration Date
9/8/2021	6/30/2022
7/1/2022	6/30/2024

## Legal Entity Information

**Corporation Number:**

result[iCtr].License\_RegistrationRoot.Registration\_Accounts\_\_[regAccts].Corp\_or\_LLC\_ID\_\_c

**Federal Employment Identification Number:Member Name(s):**

**Agent of Service Name:**

C T Corporation System

**Agent of Service Mailing Address:**

330 N BRAND BLVD, STE 700 330 N BRAND BLVD, STE 700 91203-2336 CA United States of America

## Workers Compensation

**Do you lease employees through Professional Employer Organization (PEO)?:** No

**Please provide your current workers compensation insurance information below:**



PEO	PEO	PEO
PEO InformationName	Phone	Email

Insured by Carrier

**Policy Holder Name:**DN Tanks, LLC**Insurance Carrier:**Zurich American Insurance Company

**Policy Number:**WC012497607**Inception date:**5/1/2022**Expiration Date:**5/1/2023

## Contractor Information

**Legal Entity Name**

MERCER-FRASER COMPANY

**Legal Entity Type**

Corporation

**Status**

Active

**Registration Number**

1000009518

**Registration effective date**

7/1/2022

**Registration expiration date**

6/30/2025

**Mailing Address**

PO BOX 1006 EUREKA 95502 CA United States o...

**Physical Address**

200 DINSMORE DRIVE FORTUNA 95540 CA Unit...

**Email Address**

**Trade Name/DBA**

**License Number(s)**

CSLB:105709

## Registration History

Effective Date	Expiration Date
6/5/2018	6/30/2019
5/16/2017	6/30/2018
6/7/2016	6/30/2017
7/1/2015	6/30/2016
2/12/2015	6/30/2015
7/1/2019	6/30/2022
7/1/2022	6/30/2025

## Legal Entity Information

**Corporation Number:**

**Federal Employment Identification Number:**

**President Name:**

Justin Zabel

**Vice President Name:**

Mark Benzinger

**Treasurer Name:**

**Secretary Name:**

**CEO Name:**

**Agent of Service Name:**

Justin Zabel

**Agent of Service Mailing Address:**

200 Dinsmore Dr. Fortuna 95540 CA United States of America

## Workers Compensation


**Do you lease employees through Professional Employer Organization (PEO)?:** No


**Please provide your current workers compensation insurance information below:**

	PEO	PEO	PEO
PEO InformationName	Phone	Email	

Insured by Carrier


**Policy Holder Name:**MERCER-FRASER COMPANY**Insurance Carrier:** STARR INSURANCE COMPANY**Policy Number:**1000001446**Inception date:**8/1/2015  
**Expiration Date:**8/1/2018

Search All Words e.g. 1606N020Q02 


**Select Domain** 


**Entity Information**


- All Entity Information
- Entities
- Disaster Response Registry
- Responsibility / Qualification
- Exclusions


**Filter By** 


**Keyword Search**









For more information on how to use our keyword search, visit our [help guide](#) 


Any Words 


All Words 

Exact Phrase 

**"Mercer-Fraser Company"** 

- Classification 
- Excluded Individual 
- Excluded Entity 
- Federal Organizations 
- Exclusion Type 
- Exclusion Program 
- Location 
- Dates 


[Reset](#) 

 **No matches found**

We couldn't find a match for your search criteria.

Please try another search or go back to previous results.

[Go Back](#)

Search All Words e.g. 1606N020Q02 

**Select Domain** +

**Entity Information**

- All Entity Information
- Entities
- Disaster Response Registry
- Responsibility / Qualification
- Exclusions

**Filter By** -

**Keyword Search**

For more information on how to use our keyword search, visit our [help guide](#)

Any Words ⓘ


All Words ⓘ

Exact Phrase ⓘ

x

- Classification ∨
- Excluded Individual ∨
- Excluded Entity ∨
- Federal Organizations ∨
- Exclusion Type ∨
- Exclusion Program ∨
- Location ∨
- Dates ∨

[Reset](#)

 **No matches found**

We couldn't find a match for your search criteria.

Please try another search or go back to previous results.

[Go Back](#)

Search
All Words ▾ e.g. 1606N020Q02
🔍

Select Domain +

**Entity Information**

All Entity Information

Entities

Disaster Response Registry

Responsibility / Qualification

Exclusions

Filter By -

**Keyword Search**

For more information on how to use our keyword search, visit our [help guide](#)

Any Words ⓘ

All Words ⓘ

Exact Phrase ⓘ

e.g. 123456789, Smith Corp

"Justin E. Zabel" ✕

- Classification ▾
- Excluded Individual ▾
- Excluded Entity ▾
- Federal Organizations ▾
- Exclusion Type ▾
- Exclusion Program ▾
- Location ▾
- Dates ▾

[Reset](#)

**No matches found**

We couldn't find a match for your search criteria.

Please try another search or go back to previous results.

[Go Back](#)

**Liberty Mutual Insurance Company**

(NAIC #23043)

BUSINESS ADDRESS: 175 Berkeley Street, Boston, MA 02116.

PHONE: (617) 357-9500 .

UNDERWRITING LIMITATION b/: \$1,772,737,000.

SURETY LICENSES c/f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MP, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY.

INCORPORATED IN: Massachusetts.

SECTION 00300

BID FORM

Project Identification: 4.5 MG Water Reservoir Project

Contract Identification and Number: 501-14001-038-120

This Bid is Submitted To: McKinleyville Community Services District  
1656 Sutter Road  
McKinleyville, California 95519

The Design Engineer is: Kennedy/Jenks Consultants, Inc.  
240 Country Club Road, Suite A  
Eugene, Oregon 97401

The Engineer is: Kennedy/Jenks Consultants, Inc.  
240 Country Club Road, Suite A  
Eugene, Oregon 97401

**Article 1**

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

**Article 2**

Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of the Owner's Notice of Award.

**Article 3**

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- (a) Bidder has examined copies of all the Bidding Documents.
- (b) Bidder has examined copies of the following Addenda (receipt of which is hereby acknowledged):

<u>Date</u>	<u>Number</u>
<u>1</u>	<u>3/9/23</u>
<u>2</u>	<u>3/20/23</u>
<u>3</u>	<u>3/23/23</u>

- (c) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (d) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in Section 00200, Information Available to Bidders.

Bidder has read and accepts the provisions in General Conditions paragraphs 3.3 through 3.5 which limit the extent to which the Contractor may rely on information provided by the Owner or the Design Engineer with regard to: a) subsurface soil conditions, b) existing concealed or underground utilities and underground facilities, and c) existing structures and facilities.

- (e) Bidder has read and accepts the provisions in General Conditions paragraphs 3.6 and 3.8 identifying the Contractor's responsibility: a) for using care in making excavations and in doing demolition, b) for damage to existing utilities and underground facilities and for loss of use thereof, and c) for the protection of workers and others from known and unknown or concealed hazards.
- (f) Bidder has read and accepts the provisions in General Conditions paragraph 3.7 which identifies the limited conditions under which the Contractor may be entitled to a change in Contract Time or Price due to differing or unknown conditions.
- (g) Bidder has visited the site and has reviewed the Bidding Documents and the Information Available to Bidders and it has made any other investigations, explorations or tests and has obtained any other data it considers necessary for preparation of its Bid.

Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the Contract Documents and Bidder has read and understands provisions in the General Conditions relevant to differing and unknown conditions.

- (h) Bidder has given Engineer written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.
- (i) Bidder has read, studied, and understands the entire set of Bidding Documents including the Construction Drawings, Specifications, and General Conditions and finds them fit and sufficient for the purpose of preparing its Bid and constructing the Work required.
- (j) Bidder represents that its Bid is based on providing all of the material, labor, equipment, and services necessary to complete the Work in full compliance with the Contract Documents without exception.

## Article 4

### Requirements for California Public Works and FEMA Hazard Mitigation Grant Program Contracts.

- (a) **DECLARATION OF LICENSE STATUS.** Bidder declares it will have a valid State of California Class A - General Engineering Contractor's license at the time of Contract Award.
- (b) **TRENCH SHEETING AND SHORING.** Bidder shall list on its Bid as a separate Bid Item costs associated with trench sheeting, shoring, and bracing for all trenching and excavation work 5 feet and deeper as required by Section 6707 of the California Labor Code.
- (c) **PREVAILING WAGE RATES.** The undersigned agrees that, if awarded the Contract, the undersigned and all of its subcontractors shall pay all laborers, workers, and mechanics employed in the performance of such Contract, or any subcontract thereunder, not less than the general prevailing rate of per diem wages and rates for overtime and legal holidays in the locality in which the work is to be performed, as ascertained and determined, by the statutes and regulations applicable thereto.
- (d) **NONCOLLUSION AFFIDAVIT.** In accordance with Public Contract Code Section 7106, Bidders are required to execute and submit with their Bid Document Number 00480 "Noncollusion Affidavit."
- (e) **USE OF BID DEPOSITORIES.** The Bidder declares that it has not used subcontractors' bids from a bid depository that in any way attempts to restrict, control, influence, or regulate free open price competition among subcontractors in the submission of their bids to prime Bidders.
- (f) **SECURITY FOR COMPENSATION CERTIFICATE.** Bidders are required to execute and submit with their Bid Document Number 00414 "Security for Compensation Certificate."
- (g) **REGISTERED WITH DEPARTMENT OF INDUSTRIAL RELATIONS.** No Contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]
- (h) **SUSPENSION AND DEBARMENT.** This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Bidder by submitting their Bid Document is declaring that none of the Bidder's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This declaration is a material representation of fact relied upon by the Owner. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Owner, the Federal



Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- (i) **BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended).** Bidders shall complete and submit with their Bid Document the certification provided in Section 00485. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- (j) **SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.** Bidders shall include qualified small and minority businesses and women's business enterprises on solicitation lists and shall solicit them whenever they are potential sources. When economically feasible, total requirements shall be divided into smaller tasks or quantities to permit maximum participation. Where requirements permit, establish delivery schedules that encourage participation by small and minority businesses, and women's business enterprises. As appropriate, use the services and assistance of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**Article 5**

Bidder will complete the Work for the following lump sum price(s):

**Item 1. Base Bid (Add)**

All material, labor, equipment, and services necessary to complete the Work in full compliance with the Contract Documents excluding Items 2, 3, 4, and 5. Cost assumes that excavated granular materials encountered on-site (native soil) meet the requirements for Engineered Fill and Structural Fill and that there will be no import of Engineered Fill or Structural Fill. Should the Bidder choose to import Engineered Fill or Structural Fill, it shall be at no additional cost to the Owner.

Eleven Million Five Hundred Fifty Thousand (words) \_\_\_\_\_ (\$ 11,550,000.00) (figures)

**Item 2. Acts of God Insurance (Add)**

Add an endorsement to the Contractor's Property Insurance to provide full replacement cost coverage in the amount of the Contract Price plus modifications thereto for physical loss or damage due to "Acts of God" including earthquakes of a magnitude of Richter 3.5 and above. The cost for this bid item shall be the cost in excess of that needed to provide a base coverage for "Acts of God" equal to 5 percent of the contracted amount per California Public Contract Code Section 7105. The base coverage of 5 percent of the contracted amount shall be included in the Base Bid (Item 1).

Add: Ninety Two Thousand Four Hundred Seventy Five (words) (\$ 92,475.00 ) (figures)

**Item 3. Sheeting, Shoring and Bracing for Trenches (Add)**

Cost of sheeting, shoring, and bracing for all trenching and excavation work 5 feet and deeper in accordance with California Labor Code Section 6707.

Add: Sixty Five Thousand (words) (\$ 65,000.00 ) (figures)

**Item 4. Over-excavation and Foundation Stabilization as Directed by the Owner (Add)**

For over-excavation and foundation stabilization utilizing Structural Backfill in addition to the quantities included in the Contract, as directed by the Owner, the unit price of:

<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated Total Price</u>
Compacted Cubic Yards	3,500	\$55.00	\$192,500.00

Quantities are not guaranteed. Final payment will be based on actual quantities.

**Item 5. Import Engineered and Structural Fill (Add)**

For import of Engineered/Structural Fill, as directed by the Owner, if the quantity of excavated on-site granular materials (native soil) that meets the requirements for Engineered Fill and Structural Fill specified in Section 02300 does not provide sufficient fill for the Contractor to achieve the final grades and elevations shown, the unit price of:

<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated Total Price</u>
Ton	10,500	\$33.00	\$346,500.00

Price shall include cost of offsite disposal of excess native soil being replaced by the imported material. Quantities are based on best available data and in place densities and are not guaranteed. Final payment will be based on actual quantities verified by certified weight tickets.

**The total Bid Price (Base Bid and additional bid items) is:**

Twelve Million Two Hundred Forty Six Thousand Four Hundred Seventy Five (words) (\$ 12,246,475.00 ) (figures)

**Article 6**

- (a) Bidder agrees that the Work will be finally complete and ready for acceptance and final payment in accordance with Article 13 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- (b) Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

**Article 7**

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

- (a) Required Bid Security in the form of a Bidder's Bond
- (b) Designation of Equipment or Material Manufacturers
- (c) Security for Compensation Certificate
- (d) Bidder's References
- (e) Bidder's Qualifications
- (f) Subcontractor List
- (g) Iran Contracting Act Certification
- (h) Noncollusion Affidavit
- (i) Certification Regarding Lobbying

**Article 8**

Communications concerning this Bid shall be addressed to: Mark Benzinger, Vice President

At the following address: PO Box 1006 Eureka, CA 95502

Telephone Number: (707) 443-6371

**Article 9**

The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

Bidder declares that it does possess OR will possess a Contractor's license of the required classification, valid in the appropriate jurisdiction at the time of Contract award.

Contractor's license number: 105709

License classification: A

License expiration date: 1/31/2025

SUBMITTED on March 28, 2023.

If Bidder is:

An Individual

By: \_\_\_\_\_ (SEAL)  
Individual's Name

\_\_\_\_\_  
(Signature)

Doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_  
Telephone Number: \_\_\_\_\_

A Partnership

By: \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_  
(General Partner Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Business Address: \_\_\_\_\_


\_\_\_\_\_  
Telephone No.: \_\_\_\_\_

A Corporation

By: Mercer-Fraser Company  
(Corporation's Name)

California  
(State of Incorporation)

By: Mark Benzinger  
(Name of Person Authorized to Sign)

  
(Signature)

Vice President  
(Title)

Attest   
(Secretary)

Business Address: PO Box 1006 Eureka, CA 95502

Telephone No.: (707) 443-6371

Home Office Address (if different from above): \_\_\_\_\_

A Joint Venture

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

## SECTION 00410

### BID SECURITY

1.1 Bid Security, made payable to the McKinleyville Community Services District, shall accompany each Bid. Bid Security shall be in the form of a cashier's check or certified check in the amount of not less than ten percent (10%) of the Bidder's maximum price, or in the form of a Bid Bond in said amount (in the form attached). Bid Bond shall be executed by such sureties as are named in the current list of "Certified Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds or Certified Reinsurer Companies Holding Certificates of Authority as Acceptable Reinsuring Companies" published in Circular 570 (most recent amendment) by the Audit Staff Bureau of Accounts, U.S. Treasury Department ([www.fms.treas.gov/c570/index.html](http://www.fms.treas.gov/c570/index.html)) and is admitted to issue bonds in the states in which the Project is located and all Work is performed. All bonds signed by an agent shall be accompanied by a certified copy of the authority to act.

1.2 Bid Security shall remain subject to acceptance for sixty (60) days after the day of the Bid opening, but the Owner may, at its sole discretion, release any Bid and return the Bid Security prior to that date.

1.3 The Bid Security of the successful Bidder will be retained until such Bidder has within fifteen (15) days of issuance of written notice of contract award;

- (a) Executed the contract agreement,
- (b) Furnished a performance bond and a payment bond fully executed as described in the Contract Forms section,
- (c) Furnished certificates of insurance as described in the General Conditions, and

If the successful Bidder fails to deliver the executed documents described above within 15 days after Notice of Award, the Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.

1.4 The Bid Security of other Bidders whom the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until the earlier of the seventh day after the effective date of the Agreement or the sixty-first (61st) day after the Bid opening, whereupon Bid Security furnished by such Bidders will be returned.

1.5 Bid Security with Bids which are not competitive will be returned within 7 days after the Bid.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned,

Mercer-Fraser Company

as Principal, and

Liberty Mutual Insurance Company

as Surety, are hereby held and firmly bound unto

McKinleyville Community Services District

as Owner in the penal sum of

Ten Percent (10%) of Bid Amount

dollars for the payment of which sum, well and truly to be made, we hereby bind ourselves, our successors and assigns jointly and severally firmly by these presents.

Signed and sealed, this 23rd day of March, 2023.

The Condition of the above obligation is such that where the Principal has submitted a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for construction of

4.5MG Prestressed Concrete Water Reservoir

Project.


NOW, THEREFORE;

- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of the Agreement attachment hereto (properly completed in accordance with said Bid) and shall furnish Bonds for Faithful Performance of said contract, and for the Payment of all persons performing labor and furnishing material in connection therewith, and provide certificates and policies of insurance as specified in the Bid documents and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first set forth above.

Mercer-Fraser Company

 (Seal)  
Principal *Mark Benzinger, Vice President*

Liberty Mutual Insurance Company

By:   
Jon Richard Sullivan, Attorney-in-Fact

END OF BID BOND



# ACKNOWLEDGMENT

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

State of California  
County of Marin)

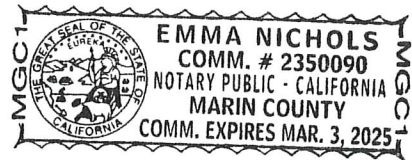
On March 23, 2023 before me, Emma Nichols, Notary Public  
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204910-024088

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Emmalyn Nichols; Jon Richard Sullivan; Karen Rhodes; Susan J. McGowan; Tammy Bates

all of the city of Novato state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of February, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 24th day of February, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of March, 2023.



By: Renee C. Llewellyn, Assistant Secretary

SECTION 00411

DESIGNATION OF EQUIPMENT OR MATERIAL MANUFACTURERS  
(To be submitted with Bid)

The Bidder states that the manufacturer of each listed item of equipment or material proposed by the Contractor for use on this project will be as circled below:

<u>Item</u>	<u>Description</u>	<u>Equipment or Material Manufacturer</u>
1	Concrete Utility Vaults (Section 02085)	Jensen Precast Oldcastle
2	Flexible Expansion Joints (Section 02510)	EBBA Iron
3	Altitude Valves (Section 02510)	Cla-Val
4	Butterfly Valves (Section 02510)	Clow Dezurik Pratt
5	Tank Mixers (Section 11220)	Pax Big Wave Water Technologies
6	Prestresser for the Circular Prestressed Concrete Water Tank (Section 13201)	DN Tanks, Inc.
7	Electric Valve Actuator (Section 15135)	AUMA Rotork Limitorque
8	Seismic Controller (Section 15135)	Earthquake Safety Systems
9	Motor Starters (Section 16155)	Eaton Allen-Bradley
10	Standby Diesel Engine Generator (Section 16205)	Cummins
11	Motor Control Centers (Section 16920)	Eaton Allen-Bradley
12	Ultrasonic Level Instruments (Section 17140)	Siemens Endress+Hauser Pulsar Measurement

The Bidder must circle the name of the equipment or material manufacturer they have used in determining their Base Bid which will be used by the Successful Bidder in constructing the project. If the Bidder does not circle the name of listed equipment or material item, it will be considered that the Bidder has selected the first-named manufacturer as their selection for that item.

After the opening of Bids, no changes or substitutions from those listed manufacturers will be allowed without the express written approval of the Engineer. If such change is permitted by the Engineer, it will be evaluated in accordance with provisions of the Contract Documents pertaining to Specified Items/Proposed Equivalents.

Circumstances which will justify changes to the above listing are limited to the following:

1. Manufacturer is unable to meet specifications.
2. Manufacturer fails to honor original quotation upon which the Contractor's bid was based.
3. Manufacturer goes out of business or ceases to make the specified product.

It is the responsibility of the Contractor to furnish materials and equipment meeting the requirements of the Specifications, and acceptance of the bid does not constitute nor imply favorable review or approval of items proposed. The Owner reserves the right to deny approval or acceptance of any equipment or materials which do not comply with Specifications even though listed herein.

  
(Signature)

Mark Benzinger

(Type or Print Name)

Vice President

(Title)

Mercer-Fraser Company

(Company)

END OF DESIGNATION OF EQUIPMENT OR MATERIAL MANUFACTURERS

SECTION 00414

SECURITY FOR COMPENSATION CERTIFICATE  
(To be submitted with Bid)  
(Required by Section 1861, California Labor Code)

TO: McKinleyville Community Services District  
(Owner)

---

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation claims 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.

  
(Signature of Bidder)

Mark Benzinger  
(Type or Print Name)

Vice President  
(Title)

Mercer-Fraser Company  
(Company)

PO Box 1006 Eureka, CA 95502  
(Business Address)

200 Dinsmore Drive Fortuna, CA 95540  
(Place of Residence)

END OF SECURITY FOR COMPENSATION CERTIFICATE

SECTION 00420

BIDDER'S QUALIFICATIONS  
(To be submitted with Bid)

The Bidder has been engaged in the contracting business, under the present business name for 153 years. Experience in work of a nature similar to that covered in the proposal extends over a period of 153 years.

The Bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to him, except as follows (attach additional information as needed):

N/A

In the Owner's judgment, the minimum requirements for awarding a Contract to the Lowest Responsible Bidder include the Bidder having successfully completed a minimum of 3 projects of similar size and scope to the Work contained in the Bidding Documents. The Bidder shall submit the following information with this statement of qualifications to show conformance with the specified experience requirement:

1. Project description and location
2. Name and contact information of the owner
3. Contract amount
4. Completion date

The minimum requirements for awarding a Contract to the Lowest Responsible Bidder extends to the Bidder's proposed Constructor, Constructor's Superintendent, Prestresser, and Prestresser's Superintendent. In accordance with Section 13201 Circular Prestressed Concrete Water Tanks, the Constructor is the entity that furnishes the work and materials for placement and installation of the tank for the Owner. The Constructor may be the Bidder or a subcontractor. The Prestresser is the entity that applies the prestressing forces to the tank. The Prestresser may be the Bidder or a subcontractor.

In the Owner's judgement, the minimum requirements for the Constructor are the successful completion of at least 5 tanks located in the United States within the past 10 years. Tanks shall have involved core wall construction of cast-in-place circular concrete tanks with strand-wound prestressed concrete wall construction with vertical post tensioning and seismic cables and two-way column supported flat slab roof construction complying with the requirements of ANSI/AWWA D110. Experience with tanks having fixed wall bases, mild-steel reinforced tank corewalls, shotcrete tank corewalls, precast tank corewalls or tank corewalls incorporating external solid wire wrapping systems or internal stressing systems shall not be considered in meeting the required experience requirements. Submit with this statement of qualifications the following information for at least 5 tank references for the proposed Constructor that show conformance with the specified experience requirement:

1. Tank description and location
2. Name and contact information of the owner
3. Completion date



In the Owner's judgement, the minimum requirements for the Constructor's Superintendent include that they are currently employed by the qualified Constructor and shall have been the tank construction superintendent on no less than 2 strand-wrapped prestressed concrete tanks during the last 5 years. The qualified tank superintendent shall have been in the direct employment of the qualified Constructor for both tanks listed and will be required to be on the project site in responsible charge, full-time, during all tank concrete construction activities. Submit with this statement of qualifications the following information to show conformance with the specified requirements:

1. Constructor's Superintendent's resume
2. Descriptions and locations of both reference tanks
3. Owner contact information for both reference tanks
4. Tank completion dates

In the Owner's judgement, the minimum requirements for awarding a Contract to the Lowest Responsible Bidder include for the Bidder's Prestresser to have successfully completed at least 10 tanks located in the United States on which the proposed stressing equipment and automated shotcrete equipment has been used within the past 5 years. Submit the following information with this statement of qualifications for at least 10 tank references showing conformance with the specified experience requirement:

1. Tank description and location
2. Name and contact information of the owner
3. Completion date

In the Owner's judgement, the minimum requirements for awarding a Contract to the Lowest Responsible Bidder include for the Bidder's Prestresser's Superintendent to be certified as a shotcrete nozzleman in accordance with ACI 506 and to have successfully completed at least 2 of the 10 tanks submitted by the Bidder's Prestresser. Submit the following information with this statement of qualifications to show conformance with the specified experience requirement:

1. Prestresser's Superintendent's resume
2. Names of both reference tanks

Signed

  
(Same signature as on bid form)

Mark Benzinger, Vice President

END OF BIDDER'S QUALIFICATIONS

**Mercer-Fraser Company**

PO Box 1006  
Eureka, CA 95502

**Pre-Qualifications / References**

- A. Project Name: Trinity Center Water Treatment Upgrade
- B. Location: Trinity Center, CA
- C. Owner: Trinity Center Mutual Water Company
- D. Owner Contact: Joe Riess (530) 243-2113  
(Name and Phone Number)
- E. Architect or Engineer: Water Works Engineers
- F. Architect or Engineer Contact: Joe Riess (530) 243-2113  
(Name and Phone Number)
- G. Construction Manager on behalf of Owner: Joe Riess (530) 243-2113  
(Name and Phone Number)
- H. Description of Project, Scope of Work Performed: Construction of Water Treatment Plant,  
Steel Tank Reservoirs & Installation of Water Meters at  
all residences
- I. Initial Contract Value: \$2,765,500.00  
(at time of bid award)
- J. Final Cost of Construction: \$2,802,227.00  
(including change orders)
- K. Original Scheduled Completion Date: 365 working days
- L. Time Extensions Granted: N/A  
(Numbers of Days)
- M. Actual Date of Completion: 3/1/14
- N. Number and amount of Stop Notices or Mechanic's Liens filed: 0
- O. Amount of liquidated damages assessed against Contractor: \$0.00
- P. Nature and resolution of any claim, lawsuit, and/or arbitration between Contractor and the Owner: N/A



**Mercer-Fraser Company**

PO Box 1006  
Eureka, CA 95502

**Pre-Qualifications / References**

- A. Project Name: Water Treatment Plant Improvements Project
- B. Location: Redway, CA 95560
- C. Owner: Redway Community Services District
- D. Owner Contact: Ken Dean, Operations Manager (707) 923-3101  
(Name and Phone Number)
- E. Architect or Engineer: Water Works Engineers
- F. Architect or Engineer Contact: Joe Riess, P.E. (530) 243-2113  
(Name and Phone Number)
- G. Construction Manager on behalf of Owner: Joe Riess, P.E. (530) 243-2113  
(Name and Phone Number)
- H. Description of Project, Scope of Work Performed: Improvements to the District's existing infiltration gallery and Water Treatment Plant, and construction of a new 0.46 million gallon welded steel water storage tank.
- I. Initial Contract Value: \$2,130,800.00  
(at time of bid award)
- J. Final Cost of Construction: \$2,300,000.00  
(including change orders)
- K. Original Scheduled Completion Date: January, 2013
- L. Time Extensions Granted: N/A  
(Numbers of Days)
- M. Actual Date of Completion: January, 2013
- N. Number and amount of Stop Notices or Mechanic's Liens filed: 0
- O. Amount of liquidated damages assessed against Contractor: \$0.00
- P. Nature and resolution of any claim, lawsuit, and/or arbitration between Contractor and the Owner: N/A

**Mercer-Fraser Company**

PO Box 1006  
Eureka, CA 95502

**Pre-Qualifications / References**

A. Project Name: Mad River Pipeline Phase 6

B. Location: Arcata CA

C. Owner: City of Eureka

D. Owner Contact: Brian Gerving

E. Architect or Engineer: Oscar Larson

F. Architect or Engineer Contact: John Deboice (Deceased)

G. Construction Manager: Mark Benzinger, Project Manager (707)443-6371

H. Description of Project, Scope of Work Performed: Excavate and install 6200LF of 24" pipeline in parallel to existing 24" MLSP as part of the City of Eureka main water transmission between Arcata and Eureka. Included cutting in and installing valve clusters and connections to the existing main. Pressure testing, flushing and disinfection of all pipelines, boring and installation under portions of live traffic.

I. Contract Value: \$1,992,450.00

This document contains all covenants, stipulations, and provisions agreed to by the parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

IV. **BID SUBMITTAL:** DN TANKS specifically states that it can meet the following requirements WHICH MUST BE SUBMITTED WITH THE CONTRACTOR'S BID as specified in Specification Section Number 00420 – Bidder's Qualifications.

1.

In the Owner's judgement, the minimum requirements for the Constructor are the successful completion of at least 5 tanks located in the United States within the past 10 years. Tanks shall have involved core wall construction of cast-in-place circular concrete tanks with strand-wound prestressed concrete wall construction with vertical post tensioning and seismic cables and two-way column supported flat slab roof construction complying with the requirements of ANSI/AWWA D110. Experience with tanks having fixed wall bases, mild-steel reinforced tank corewalls, shotcrete tank corewalls, precast tank corewalls or tank corewalls incorporating external solid wire wrapping systems or internal stressing systems shall not be considered in meeting the required experience requirements. Submit with this statement of qualifications the following information for at least 5 tank references for the proposed Constructor that show conformance with the specified experience requirement:

(See Attachment "A")

2.

In the Owner's judgement, the minimum requirements for the Constructor's Superintendent include that they are currently employed by the qualified Constructor and shall have been the tank construction superintendent on no less than 2 strand-wrapped prestressed concrete tanks during the last 5 years. The qualified tank superintendent shall have been in the direct employment of the qualified Constructor for both tanks listed and will be required to be on the project site in responsible charge, full-time, during all tank concrete construction activities. Submit with this statement of qualifications the following information to show conformance with the specified requirements:

(See Attachment "B")

3.

In the Owner's judgement, the minimum requirements for awarding a Contract to the Lowest Responsible Bidder include for the Bidder's Prestresser to have successfully completed at least 10 tanks located in the United States on which the proposed stressing equipment and automated shotcrete equipment has been used within the past 5 years. Submit the following information with this statement of qualifications for at least 10 tank references showing conformance with the specified experience requirement:

(See Attachment "C")

(10th) of the month for materials furnished and/or work completed in the previous month. Contractor shall withhold no greater than 5% retention and, if less, will not withhold retention any greater than the percentage withheld by the Owner on DN TANKS's portion of the work. Alternately, Contractor shall assist DN TANKS in establishing a "substitute security" account with the Owner as substitution for retention.

**B. Final Payment:**

Final payment in full shall reach DN TANKS within thirty-five (35) days from the date that DN TANKS has physically completed its work under this Agreement. Contractor shall obtain the Owner's representative verbal or written approval of DN TANKS's work before DN TANKS leaves the site, in order to satisfy and insure itself that the work has been done to everyone's satisfaction. No final payment shall be delayed because of delays in water testing. Payment in full shall not relieve DN TANKS from correcting faulty materials and workmanship within the specified Guarantee Period, as listed in Section III above.

**C. Payment:**

All payments made by Contractor pursuant to this contract shall be made to DN TANKS at 351 Cypress Lane, El Cajon, California 92020 and to no other party, Contractor, or supply house, unless specifically directed by DN TANKS in writing. All such payments shall be received by DN TANKS by the tenth (10th) day of the month immediately following the work period for which billing was made. PROGRESS PAYMENTS and FINAL PAYMENT shall not for any reason, including but not limited to Contractor not receiving any required paperwork from DN TANKS, whatsoever be partial, delayed, withheld, or received later than the tenth (10th) day of the month, unless specifically agreed to by DN TANKS in writing.

**D. Discount:**

If all PROGRESS PAYMENTS and FINAL PAYMENT have been made to DN TANKS in strict conformance with the above requirements, Contractor may deduct **\$TBD** from its final payment to DN TANKS. DN TANKS, in its sole discretion, at any time and without notice may rescind the discount as a result of delayed, withheld, late or partial PROGRESS PAYMENTS or FINAL PAYMENT. The failure of DN TANKS to insist, at any time, upon the strict conformance of any of the terms, provisions or requirements above shall not be deemed a waiver of their right to so insist at any other time or in any other instance.

**E. Interest:**

Overdue payments shall bear interest of 0.05% per calendar day (18.25% per annum) on all overdue amounts, in dispute or otherwise, until paid.

**F. Back Charges:**

There shall be no back charge of any sort by either party unless and until



# *Curtis Stammerjohn*

*Regional Estimator*

Mobile: 619.916.9110

P.O. Box 696 El Cajon, CA 92022



## Attachments:

- Drawings EX-1 & EX-2
- Attachments A - E



**BUILT FOR THE FUTURE**

351 Cypress Lane  
El Cajon CA 92020

# Statement of Experience

## DN Tanks Projects

**Project Information:**

Aiken, SC, USA

Other

1 - 32.00 MG (375.00 FT ID x 41.00 FT SWD x 43.00 FT WH)

Year Built: 2022

Project Name: SRS SDU-8

**Owner:**

Savannah River Mission Completion, LLC

Bldg. 707-9B, Room 7

New Ellenton, SC, USA 29809

Contact: McNulty, James

(803) 952-4822

**Engineer:**

Jacobs

1100 NE Circle Blvd,

Corvallis, OR, USA 97330

Contact: McHenry, Michele

(541) 752-4271

**Project Information:**

Philadelphia, PA, USA

Ground Storage

2 - 32.00 MG (400.00 FT ID x 34.00 FT SWD )

Year Built: 2019

Project Name: East Park Reservoir, Philadelphia, PA

**Owner:**

Philadelphia Water Department

ARAMARK Tower 1101 Market Street, 2nd Floor

Philadelphia, PA, USA 19107-2994

Contact: Hovsepian, Vahe

(215) 685-6300

**Engineer:**

Jacobs

1717 Arch Street

Philadelphia, PA, USA 19103

Contact: Lee, Brian

(215) 563-4220

**Project Information:**

Castro Valley, CA, USA

Ground Storage

1 - 9.00 MG (200.00 FT ID x 39.00 FT SWD x 45.50 FT WH)

Year Built: 2018

Project Name: South Reservoir - EBMUD

**Owner:**

East Bay MUD (Main)

375 11th Street

Oakland, CA, USA 94607-4240

Contact: Franceschi, Paul

(866) 403-2683

**Engineer:**

East Bay MUD (Main)

375 11th Street

Oakland, CA, USA 94607-4240

Contact: Franceschi, Paul

(866) 403-2683



**BUILT  
FOR THE FUTURE**

351 Cypress Lane  
El Cajon CA 92020

# Statement of Experience

## DN Tanks Projects

**Project Information:**

Richmond, CA, USA  
CSO / SSO / Stormwater  
1 - 5.00 MG (155.00 FT ID x 35.00 FT SWD x 41.00 FT WH)  
Year Built: 2015  
Project Name: Wet Weather Storage Project

**Owner:**

City of Richmond  
450 Civic Center Plaza  
Richmond, CA, USA 94804  
Contact: Phelps, Mary  
(510) 231-3011

**Engineer:**

Carollo Engineers (Sacramento)  
2880 Gateway Oaks Drive  
Sacramento, CA, USA 95833  
Contact: Cleveland, Chris  
(916) 565-4888

**Project Information:**

Rancho Cucamonga, CA, USA  
Ground Storage  
1 - 6.00 MG (161.50 FT ID x 40.00 FT SWD x 44.50 FT WH)  
Year Built: 2014  
Project Name: 6.0 MG Lloyd Michael WTP Reservoir

**Owner:**

Cucamonga Valley Water District  
10440 Ashford Street  
Rancho Cucamonga, CA, USA 91730-3057  
Contact: Hills, Robert  
(909) 987-2591

**Engineer:**

Black & Veatch  
5 Peters Canyon Road  
Irvine, CA, USA 92606  
Contact: Lazenby, Andrew  
(949) 753-0500



**BUILT**  
FOR THE FUTURE

**Ronald Toth**  
*Superintendent*

### **Professional Experience**

**DN Tanks, El Cajon, CA**

*5/04 – Present* | *Superintendent* - Responsible for project completion within budget, in compliance with contract specifications, with high quality, and on time. Consults with the Project Manager and provides recommendations as necessary to improve project performance. Is the Company representative at the job site, and is in charge of all operations including DN Tanks, Inc. Safety Program. Position reports to the Construction Manager.

### **Certifications**

CPR/First Aid  
Aerial Lift  
Scissor Lift  
Confined Space  
Crane Signal Person  
Fall Prevention  
Nail Gun  
Rigging  
Rough Terrain Forklift





**BUILT**  
FOR THE FUTURE

351 Cypress Lane  
El Cajon CA 92020

## Statement of Experience

*Ron Toth, Tank Superintendent*

**Project Information:**

Kensington, CA, USA

Ground Storage

1 - 3.50 MG (173.50 FT ID x 22.50 FT SWD x 25.63 FT WH)

Year Built: 2022

San Pablo Clearwell & Rate Control Station Replacement

**Owner:**

East Bay MUD (Main)

375 11th Street

Oakland, CA, USA 94607-4240

Contact: Franceschi, Paul

(866) 403-2683

**Engineer:**

East Bay MUD (Main)

375 11th Street

Oakland, CA, USA 94607-4240

Contact: Franceschi, Paul

(866) 403-2683

**Project Information:**

Brentwood, CA, USA

Reuse

1 - 3.00 MG (166.50 FT ID x 19.71 FT SWD x 24.00 FT WH)

Year Built: 2019

Non-Potable Storage Facility, CIP Project No. 592-59198

**Owner:**

City of Brentwood

150 City Parkway

Brentwood, CA, USA 94513

Contact: McKinney, Phil

(925) 516-5420

**Engineer:**

Coleman Engineering

1223 Pleasant Grove, Suite 100

Roseville, CA, USA 95678

Contact: Coleman, Chad

(916) 791-1188



**BUILT  
FOR THE FUTURE**

351 Cypress Lane  
El Cajon CA 92020

# Statement of Experience

## DN Tanks Prestressing Projects (partial list)

**Project Information:**

Aiken, SC, USA

Other

1 - 32.00 MG (375.00 FT ID x 41.00 FT SWD x 43.00 FT WH)

Year Built: 2022

Project Name: SRS SDU-8

**Owner:**

Savannah River Mission Completion, LLC

Bldg. 707-9B, Room 7

New Ellenton, SC, USA 29809

Contact: McNulty, James

(803) 952-4822

**Engineer:**

Jacobs

1100 NE Circle Blvd,

Corvallis, OR, USA 97330

Contact: McHenry, Michele

(541) 752-4271

**Project Information:**

Gresham, OR, USA

Ground Storage

1 - 6.00 MG (128.00 FT ID x 64.00 FT SWD x 66.00 FT WH)

Year Built: 2022

Project Name: Groundwater Development Project Package No. 1 - Cascade Reservoir Improvements and Well No. 7

**Owner:**

Rockwood PUD

19601 N E Halsey

Portland, OR, USA 97230-7489

Contact: Stahl, Brian

(503) 665-4179

**Engineer:**

Consor Engineers

888 SW 5th Ave, Suite 1170

Portland, OR, USA 97204

Contact: Ford, Justin

(503) 225-9010

**Project Information:**

Thousand Palms, CA, USA

Ground Storage

1 - 10.00 MG (234.83 FT ID x 32.00 FT SWD x 41.00 FT WH)

Year Built: 2022

Project Name: 10.0 MG Reservoir 4605-2 Construction (Sky Mountain Pressure Zone)

**Owner:**

Coachella Valley Water District

51501 Tyler Street

Coachella, CA, USA 92236

Contact: Fogg, Brian

(760) 398-2651

**Engineer:**

Krieger & Stewart

3602 University Avenue

Riverside, CA, USA 92501-3331

Contact: Watson, Pat

(951) 684-6900



**BUILT  
FOR THE FUTURE**

351 Cypress Lane  
El Cajon CA 92020

# Statement of Experience

## DN Tanks Prestressing Projects (partial list)

**Project Information:**

Aiken, SC, USA  
Other  
1 - 32.00 MG (375.00 FT ID x 43.00 FT WH)  
Year Built: 2020  
Project Name: Saltstone Disposal Site, SDU7

**Owner:**

Savannah River Mission Completion, LLC  
Bldg. 707-9B, Room 7  
New Ellenton, SC, USA 29809  
Contact: McNulty, James  
(803) 952-4822

**Engineer:**

Jacobs  
1100 NE Circle Blvd,  
Corvallis, OR, USA 97330  
Contact: McHenry, Michele  
(541) 752-4271

**Project Information:**

Lincoln, CA, USA  
Ground Storage  
1 - 5.00 MG (163.00 FT ID x 33.00 FT SWD x 38.86 FT WH)  
Year Built: 2020  
Project Name: Verdera North Tank #3

**Owner:**

City of Lincoln  
640 5th Street  
Lincoln, CA, USA 95648-1878  
Contact: Medill, Matthew  
(916) 645-4070

**Engineer:**

Bennett Engineering Services  
1082 Sunrise Avenue  
Roseville, CA, USA 95661-5468  
Contact: Bennett-Lynch, Stacey  
(916) 783-4100

**Project Information:**

Walla Walla, WA, USA  
Ground Storage  
1 - 6.20 MG (150.00 FT ID x 47.50 FT SWD x 49.50 FT WH)  
Year Built: 2020  
Project Name: Wallula Dodd Water System Concrete Reservoir

**Owner:**

Port of Walla Walla  
310 A Street  
Walla Walla, WA, USA 99362-2269  
Contact: Reay, Patrick  
(509) 525-3100

**Engineer:**

Anderson Perry & Associates, Inc.  
214 E. Birch Street  
Walla Walla, WA, USA 99362  
Contact: Wells, John  
(509) 529-9260



**BUILT  
FOR THE FUTURE**

351 Cypress Lane  
El Cajon CA 92020

# Statement of Experience

## DN Tanks Prestressing Projects (partial list)

**Project Information:**

Aloha, OR, USA  
Ground Storage  
1 - 5.00 MG (144.00 FT ID x 42.00 FT SWD x 45.00 FT WH)  
Year Built: 2019  
Project Name: Grabhorn Reservoir Replacement Project

**Owner:**

Tualatin Valley Water Dist.  
1850 SW 170th Avenue  
Beaverton, OR, USA 97006-4211  
Contact: Boone, Peter  
(503) 642-1511

**Engineer:**

Keller Associates, Inc.  
245 Commercial St SE, #210  
Salem, OR, USA 97301  
Contact: Tabor, Luke  
(503) 910-2183

**Project Information:**

Clackamas, OR, USA  
Ground Storage  
1 - 6.00 MG (169.00 FT ID x 37.00 FT SWD x 39.00 FT WH)  
Year Built: 2019  
Project Name: 152nd Avenue Reservoir, Project No. 15-5188

**Owner:**

Clackamas River Water  
16770 SE 82nd Drive  
Clackamas, OR, USA 97015  
Contact: George, Robert  
(503) 722-9220

**Engineer:**

Consor Engineers  
888 SW 5th Ave, Suite 1170  
Portland, OR, USA 97204  
Contact: Boland, Thomas  
(503) 225-9010

**Project Information:**

Philadelphia, PA, USA  
Ground Storage  
1 - 32.00 MG (400.00 FT ID x 34.00 FT SWD )  
Year Built: 2019  
Project Name: East Park Reservoir, Philadelphia, PA

**Owner:**

Philadelphia Water Department  
ARAMARK Tower 1101 Market Street, 2nd Floor  
Philadelphia, PA, USA 19107-2994  
Contact: Hovsepian, Vahe  
(215) 685-6300

**Engineer:**

Jacobs  
1717 Arch Street  
Philadelphia, PA, USA 19103  
Contact: Lee, Brian  
(215) 563-4220



**BUILT  
FOR THE FUTURE**

351 Cypress Lane  
El Cajon CA 92020

# Statement of Experience

## DN Tanks Prestressing Projects (partial list)

**Project Information:**

Philadelphia, PA, USA  
Ground Storage  
1 - 32.00 MG (400.00 FT ID x 34.00 FT SWD )  
Year Built: 2019  
Project Name: East Park Reservoir - Tank 3 at  
33rd and Diamond Streets

**Owner:**

Philadelphia Water Department  
ARAMARK Tower 1101 Market Street, 2nd Floor  
Philadelphia, PA, USA 19107-2994  
Contact: Hovsepian, Vahe  
(215) 685-6300

**Engineer:**

Jacobs  
1717 Arch Street  
Philadelphia, PA, USA 19103  
Contact: Lee, Brian  
(215) 563-4220

**Project Information:**

Thousand Palms, CA, USA  
Ground Storage  
1 - 10.00 MG (234.83 FT ID x 32.00 FT SWD x 41.00 FT WH)  
Year Built: 2019  
Project Name: Sky Mountain

**Owner:**

Coachella Valley Water District  
51501 Tyler Street  
Coachella, CA, USA 92236  
Contact: Fogg, Brian  
(760) 398-2651

**Engineer:**

Krieger & Stewart  
3602 University Avenue  
Riverside, CA, USA 92501-3331  
Contact: Watson, Neal  
(951) 684-6900

**Project Information:**

Castro Valley, CA, USA  
Ground Storage  
1 - 9.00 MG (200.00 FT ID x 39.00 FT SWD x 45.50 FT WH)  
Year Built: 2018  
Project Name: South Reservoir - EBMUD

**Owner:**

East Bay MUD (Main)  
375 11th Street  
Oakland, CA, USA 94607-4240  
Contact: Franceschi, Paul  
(866) 403-2683

**Engineer:**

East Bay MUD (Main)  
375 11th Street  
Oakland, CA, USA 94607-4240  
Contact: Franceschi, Paul  
(866) 403-2683





**BUILT**  
FOR THE FUTURE

**Ivan Diaz**  
*Superintendent*

### **Professional Experience**

#### **DN Tanks, El Cajon, CA**

- |                       |  |
|-----------------------|--|
| <b>2019 – Present</b> | <b>Superintendent</b> - Responsible for project completion within budget, in compliance with contract specifications, with high quality, and on time. Consults with the Project Manager and provides recommendations as necessary to improve project performance. Is the Company representative at the job site, and is in charge of all operations including DN Tanks, Inc. Safety Program. Position reports to the Construction Manager. |
| <b>2011 – 2019</b>    | <b>Operator</b> – Responsible for performing and supervising the completion of all day-to-day prestressing and shotcrete work that is required on the project. Also provides training to Operator Apprentices and non-company men during the course of any given project. Position reports to the Field Superintendent.  |

### **Certifications & Accreditations**

- First Air/CPR
- Aerial/Scissor Lift Certification
- Confined Space Certification
- Crane Signal Person Certification
- Fall Prevention Certification
- Rigging Certification
- Rough Terrain Forklift Certification
- ACI Nozzleman Certification

# AMERICAN CONCRETE INSTITUTE

*This is to certify that*

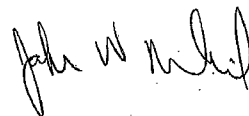
**IVAN DIAZ**

*has demonstrated knowledge and ability by  
successfully completing the ACI Certification  
requirements and is hereby recognized as an*

**ACI Shotcrete Nozzleman, Wet Mix Process, Vertical Only**

**Certified Date:** 07/22/2022      **Expires:** 07/21/2027

**Examiner of Record:** Oscar C Duckworth



*ACI Managing Director of Certification*

*The Authenticity of this certification can be verified at [www.ACICertification.org/verify](http://www.ACICertification.org/verify)*

**ACI Certification Results Report**

Report Print Date: 8/19/22

**ACI Shotcrete Nozzleman: Wet Mix Process**

**Testing Session Information:**

Session: 223525	Exam Date: 07/22/2022	Exam Location: EL CAJON, CA
ACI Sponsoring Group: American Shotcrete Association		
Examiner of Record: Oscar C Duckworth		

**Examinee Information**

IVAN DIAZ  
8445 Kellam Ln  
Pico Rivera, CA 90660-5014

**Certification ID**

01401717

**Status Information**

Certification Status: **CERTIFIED** ACI Shotcrete Nozzleman, Wet Mix Process, Vertical Only  
Certification Issue Date 07/22/2022 Thru 07/21/2027

**ACI Comments:**

Congratulations! You are now Certified. This is an accomplishment you can be very proud of and we will be happy to confirm this credential to anyone upon request. Enclosed is your wallet card and certificate attesting this accomplishment. In addition, a directory of all ACI Certified individuals can be found at [www.ACICertification.org](http://www.ACICertification.org).  
Note: If you wish to upgrade your certification to include the Overhead Position, you must pass the Overhead Position Performance Examination.

**Overall Results**

Overall Written Examination	PASS
Vertical Performance Exam	PASS

*The Detailed Subtest Results section on next (back) page.*



**Detailed Subtest Results**

To pass the written examination you must score 75% or higher on the written examination.

<u>Qualification</u>	<u>P/F - Session</u>	<u>% Score</u>
Overall Written Examination	PASS - 223525	93.33
Vertical Performance Exam	PASS - 223525	100.00

If you have any questions about this program, or other ACI activity, please feel free to contact us at (248) 848-3790.

**ACI Shotcrete Nozzleman, Wet Mix  
Process, Vertical Only**

**IVAN DIAZ**

Certification ID #01401717  
Expires on: 07/21/2027



Verify at  
CheckACI.org





351 Cypress Lane  
El Cajon CA 92020

## Statement of Experience

*Ivan Diaz, Prestressing Superintendent*

**Project Information:**

Gresham, OR, USA  
Ground Storage  
1 - 6.00 MG (128.00 FT ID x 64.00 FT SWD x 66.00 FT WH)

Year Built: 2022

Project Name: Groundwater Development Project Package No. 1 - Cascade Reservoir Improvements and Well No. 7

**Owner:**

Rockwood PUD  
19601 NE Halsey  
Portland, OR, USA 97230-7489  
Contact: Stahl, Brian  
(503) 665-4179

**Engineer:**

Consor Engineers  
888 SW 5th Ave, Suite 1170  
Portland, OR, USA 97204  
Contact: Ford, Justin  
(503) 225-9010

**Project Information:**

Thousand Palms, CA, USA  
Ground Storage  
1 - 10.00 MG (234.83 FT ID x 32.00 FT SWD x 41.00 FT WH)

Year Built: 2022

Project Name: 10.0 MG Reservoir 4605-2 Construction (Sky Mountain Pressure Zone)

**Owner:**

Coachella Valley Water District  
51501 Tyler Street  
Coachella, CA, USA 92236  
Contact: Fogg, Brian  
(760) 398-2651

**Engineer:**

Krieger & Stewart  
3602 University Avenue  
Riverside, CA, USA 92501-3331  
Contact: Watson, Pat  
(951) 684-6900

**Project Information:**

Lincoln, CA, USA  
Ground Storage  
1 - 5.00 MG (163.00 FT ID x 33.00 FT SWD x 38.86 FT WH)

Year Built: 2020

Project Name: Verdera North Tank #3

**Owner:**

City of Lincoln  
640 5th Street  
Lincoln, CA, USA 95648-1878  
Contact: Medill, Matthew  
(916) 645-4070

**Engineer:**

Bennett Engineering Services  
1082 Sunrise Avenue  
Roseville, CA, USA 95661-5468  
Contact: Bennett-Lynch, Stacey  
(916) 783-4100

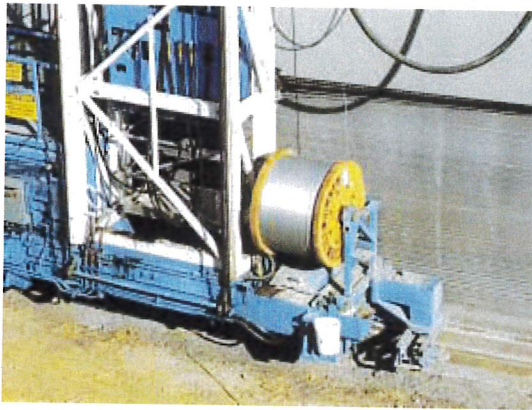


**Generations Strong**

© P. O. Box 696, El Cajon, CA 92022 | 619.440.8181 | Fax 619.440.8653

## *Circumferential Prestressing*

During the last 90+ years, many improvements have been made in the prestressed concrete tank industry. A significant technological advancement has been the machine application of tensioned, galvanized, multiple-wire strand, in lieu of single wire, to supply the circumferential corewall compression. Machine strandwrapping systems have proven to be an extremely durable and efficient method of circumferentially prestressing tank walls. The benefits of current strandwrapping versus wire wrapping include increased bond, improved efficiency, higher force tolerance, electronic spacing, fewer welds and



splices, a greater safety factor and a higher breaking strength.

The advent of strandwrapped systems has been a necessary improvement in the prestressed concrete tank industry and has basically made wire wrapped systems obsolete. Because of the superiority of strand, and its predominance of use, many other advancements in prestressing technology have been coupled to the use of strand. Since there are no known patents which exist for the machine application of strand, any competent prestressing company having the necessary resources can develop strandwrapping technology.



During the last twenty-five years, strandwrapping has become the preferred method of application for almost all of the municipalities and consultants in the West. Just as an Owner would not be expected to accept smooth conventional reinforcing steel from a mill unwilling to buy equipment to produce deformed rebar, no tank owner should be required to lower their standards solely to appease prestressing companies unwilling to make the necessary commitment towards improved technology.

## *Automated Shotcrete*

The most significant development in improving shotcrete quality has been the introduction of the automated shotcrete application by DN Tanks. This enhanced technology will preserve the integrity of DN Tanks' structures in the new millennium. DN Tanks has found that an automated shotcrete application greatly enhances the protective function of the shotcrete covercoat when compared to hand-applied shotcrete. Hand-applied shotcrete is subject to numerous variables, such as distance from wall, applied thickness and the shooting angle up and down and shooting angle side to side that if not correct can only diminish the final quality.



The only practical method to help control these variables for the entire project is an automated shotcrete process. The task of properly applying shotcrete by hand, especially when considering the large surface area and number of layers required for the typical prestressed concrete tank, is particularly daunting. With hand applied





shotcrete, the tendency is to build up thick layers and move on. However with automated equipment, numerous thin layers, as typically specified, can efficiently be built up which provides for a better, more uniform cure. An automated procedure also increases productivity thereby protecting the Owner from operational problems or penalties if the tanks are not completed on time.

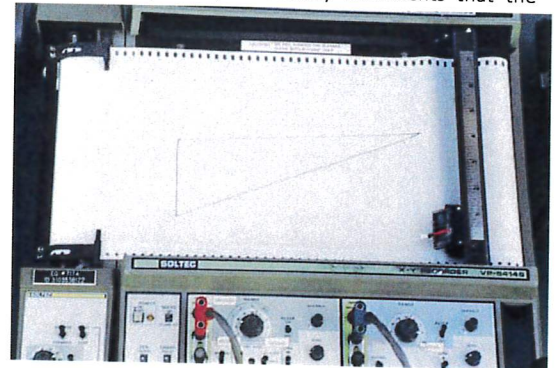
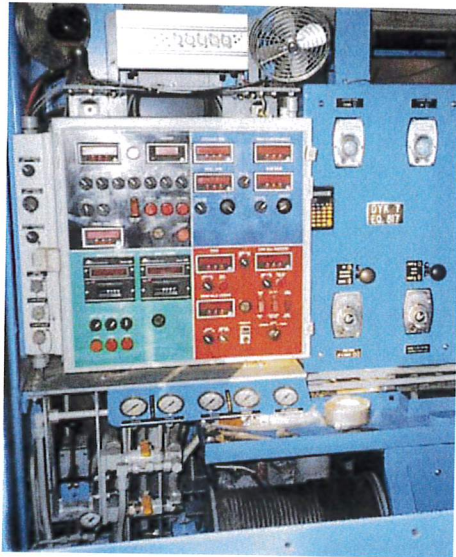
Wet-mix shotcrete is applied from a nozzle mounted on a mechanized tower which travels around the circular wall or dome-ring at a controlled speed. The nozzle, always held at the proper angle and distance, slowly moves around the tank circumference and up the wall in a uniform spiral path. To obtain a uniform cure and prevent shrinkage cracking, the full cover is built up in numerous layers. In addition to improved structural quality, a beneficial side effect of the automated application is that the efficiency of the system has reduced cost.

### Electronic Recording

Continuous electronic recording and instantaneous force application correction is essential to ensure the proper stress is applied to the prestressed materials. Over stressing, although not visually altering its appearance, can result in stress corrosion and hydrogen embrittlement of the prestressing material. Understressing the prestressing material will make the tank prone to cracking and leakage. To date, the most sophisticated, reliable and field proven recording technology is being utilized solely for strandwrapping systems.

### Force/Elongation Recording

The most important quality assurance tool available to avoid inaccurate stressing is an instantaneous and simultaneous recording of the force and elongation of each vertical threadbar as it is being stressed. This technology immediately and permanently documents that the required stress was provided. If any problems are detected, the threadbar can easily be detensioned, the problem corrected and the bar then correctly stressed. Manually measuring the elongation with a ruler after stressing or relying on a hydraulic pressure gauge to interpret the force does not give the complete information, documented proof and quality assurance that a permanent force versus elongation plot provides.



### Vertical Prestressing

Vertical prestressing of tank walls is an important element of producing a durable, crack free, leak-free liquid storage structure. Early tanks that relied solely on conventional vertical reinforcing to resist vertical bending due to differential dryness would frequently develop horizontal cracks and subsequent leaks. Vertical compression of the walls has proven extremely effective in preventing concrete cracking and subsequent deterioration caused by leakage.

DN Tanks feels that high strength threadbars meeting the properties of ASTM A-722 Type 2 have the best attribute of any of the readily available prestressing material to provide vertical compression in tank corewalls. The threadbar is essentially a high strength piece of all-thread with a positive screwed-on nut as the anchorage. The nut anchorage eliminates the stress concentrations typically associated with the razor sharp teeth of wedges used to bite into strand tendons.

DN Tanks recommends a "ball and socket" type joint at the end of the nut to allow for construction tolerances during the installation in the field. Without this feature, any misalignment would produce bending stresses additive to the tensile stress thereby overstressing the bar. With a threadbar, it is also possible to eliminate any seating loss by completely tightening the anchorage nut down. By placing a single bar in a rigid PVC pipe, problems associated with multistrand tendons, such as bunching and friction losses, are also eliminated.



SECTION 00430

SUBCONTRACTOR LIST  
(To be submitted with Bid)

Each Bidder shall set forth below with its bid:

(a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 (0.5%) percent of the Contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 (0.5) percent of the Contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

(b) The portion of the work which will be done by each such Subcontractor. The Contractor shall list only one Subcontractor for each portion of the work.

If the Bidder fails to specify a Subcontractor for any portion of the work as above-stated, or if the Bidder lists more than one Subcontractor for the same portion of the work, he agrees to perform that work himself. The following is submitted concerning Subcontractors:

<u>Name:</u> <u>Subcontractor</u>	<u>Address</u> <u>Shop, Mill or Office</u>	<u>Class</u> <u>of</u> <u>Work</u>	<u>Portion of</u> <u>Work to be</u> <u>Done</u>	<u>Subcontractor's</u> <u>License Number</u> <u>and Class</u>	<u>DIR#</u>
Humboldt Fence Co.	564 HWY 36 Fortuna, CA	Fencing	0.8 %	808339 C13, C61/D28	1000003061
Colburn Electric	PO Box 3667 Eureka, CA	Electrical	4.8 %	750471 C10	1000000666
DN Tanks LLC	351 Cypress Ln. El Cajon, CA	Prestressed Tank Construction	47 %	1080890 A	1000821028



SECTION 00445

IRAN CONTRACTING ACT CERTIFICATION  
(To be submitted with Bid)

(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

The Contractor is not:

- (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

McKinleyville Community Services District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, McKinleyville Community Services District will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signed by Contractor: 

Titled: Mark Benzinger, Vice President

Firm: Mercer-Fraser Company

Date: 3/28/23

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three (3) years.

END OF IRAN CONTRACTING ACT CERTIFICATION



SECTION 00480

NONCOLLUSION AFFIDAVIT  
(To be submitted with Bid)

In accordance with Section 7106 of the State of California Public Contract Code, Bidders are required to execute the following Noncollusion Affidavit.

NONCOLLUSION DECLARATION TO BE SUBMITTED WITH BID

I, Mark Benzinger, declare that I am Vice President  
(Name) (Title)  
of Mercer-Fraser Company, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder or fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed on March 28, 2023, in Fortuna, CA.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

  
(Signature of Declarant)

END OF NONCOLLUSION AFFIDAVIT



SECTION 00485

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization:     Mercer-Fraser Company    

Business address:     PO Box 1006    

City, State, Zip:     Eureka, CA 95502    

    Mark Benzinger    

CERTIFIED BY: (type or print)

    Vice President    

TITLE:     *Mark Benzinger*      
(signature)

    3/28/23      
(date)

WRITTEN CONSENT  
OF THE SOLE DIRECTOR TO ACTION  
TAKEN WITHOUT MEETING  
OF  
MERCER-FRASER COMPANY

The sole director of Mercer-Fraser Company, a California corporation (the "Corporation"), in accordance with California Corporations Code § 7211(b), hereby consents to the following resolutions as acts of the Corporation:

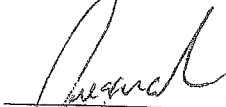
**RESOLVED:** That each of the following persons are authorized to negotiate, execute and attest electronic and paper documents necessary for the conduct of the Company's business with respect to the submission and execution of corporate documents, agreements, construction project bids, bid proposals, bid addenda and all other bid related documents prepared and submitted on behalf of Mercer-Fraser Company relating to any and all domestic construction projects arising out of the company's operations:

Justin E. Zabel, President & CEO  
Mark W. Benzinger, Vice-President

The undersigned, being the sole Director of the Corporation, by signing this consent, waives notice of the time, place, and purpose of a meeting of the sole Director, and consents to the transaction of business and the foregoing resolutions by written consent of the sole Director in lieu of a special meeting noticed and called for each purpose.

DATED: this 6<sup>th</sup> day of July 2017.

Sole Director



Justin E. Zabel

:::ODMA\PCDOCS\DOCS\288828\1



## Contractor's License Detail for License # 105709

**DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 12/19/2022 2:06:11 PM

### Business Information

MERCER FRASER COMPANY  
P O BOX 1006  
EUREKA, CA 95502  
**Entity** Corporation  
**Issue Date** 08/23/1948  
**Expire Date** 01/31/2025

### License Status

**This license is current and active.**

All information below should be reviewed.

### Classifications

A - GENERAL ENGINEERING

### Bonding Information

#### Contractor's Bond

This license filed a Contractor's Bond with [SAFECO INSURANCE COMPANY OF AMERICA](#).

**Bond Number:** 6391279

**Bond Amount:** \$15,000

**Effective Date:** 01/01/2016

[Contractor's Bond History](#)

#### Bond of Qualifying Individual

The qualifying individual JUSTIN EDWARD ZABEL certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

**Effective Date:** 07/20/2010

### Workers' Compensation

This license has workers compensation insurance with the [TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA](#)

**Policy Number:** UB3T497250

**Effective Date:** 04/01/2022

**Expire Date:** 04/01/2023

[Workers' Compensation History](#)

### Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

## Contractor Information

**Legal Entity Name**  
MERCER-FRASER COMPANY  
**Legal Entity Type**  
Corporation  
**Status**  
Active  
**Registration Number**  
1000009518  
**Registration effective date**  
7/1/2022  
**Registration expiration date**  
6/30/2025  
**Mailing Address**  
PO BOX 1006 EUREKA 95502 CA United States o...  
**Physical Address**  
200 DINSMORE DRIVE FORTUNA 95540 CA Unit...  
**Email Address**  
**Trade Name/DBA**  
**License Number(s)**  
CSLB:105709

## Registration History

Effective Date	Expiration Date
6/5/2018	6/30/2019
5/16/2017	6/30/2018
6/7/2016	6/30/2017
7/1/2015	6/30/2016
2/12/2015	6/30/2015
7/1/2019	6/30/2022
7/1/2022	6/30/2025

## Legal Entity Information

**Corporation Number:**  
**Federal Employment Identification Number:**  
**President Name:**  
Justin Zabel  
**Vice President Name:**  
Mark Benzinger  
**Treasurer Name:**  
**Secretary Name:**  
**CEO Name:**  
  
**Agent of Service Name:**  
Justin Zabel  
**Agent of Service Mailing Address:**  
200 Dinsmore Dr. Fortuna 95540 CA United States of America

## Workers Compensation

Do you lease employees No  
through Professional  
Employer Organization  
(PEO)?:

# McKinleyville Community Services District

## BOARD OF DIRECTORS

April 12, 2023

TYPE OF ITEM: **Action**

---

**ITEM: D.2**                      **Consider Awarding System Integration Contract to iCAD Automation for Integrating the New 4.5 MG Water Storage Tank Controls into the District's Existing SCADA System**

**PRESENTED BY:**              **Patrick Kaspari, General Manager**

**TYPE OF ACTION:**          **Roll Call**

### **Recommendation:**

Staff recommends that the Board review the information provided, discuss, take public comment, and authorize the General Manager to execute a contract and associated documents with iCAD Automation to perform the required controls integration work for the 4.5MG tank project in the amount of \$87,520.38 with a 10% contingency of \$8,752.

### **Discussion:**

As detailed in the Staff Report for Item D.1 of this Board Agenda, the District has been working on the construction of an additional 4.5MG Water Tank since at least 2015. The overall construction contract has been bid and the apparent low bidder is Mercer Fraser Company. Mercer Fraser will install the new emergency generator, mixers, cameras, motor control center and the other electrical work associated with the new tank. However, these systems need to be integrated into the District's existing Supervisory Control & Data Acquisition (SCADA) system. iCAD has done all of the District's SCADA work for the last several years, including the overall SCADA upgrade performed in 2018. For this reason, the District would realize the greatest benefit by utilizing iCAD Automation to integrate the new controls installed as part of the overall tank project. iCAD has prepared a scope of work as detailed in the attachment to the District's standard Professional Services contract contained in **Attachment 1**.

### **Alternatives:**

Take No Action and do not award the Contract.

### **Fiscal Analysis:**

As detailed in the Staff Note for item D.1 of this Board Packet: The total construction base bid of \$11,642,475 and 10% contingency of \$1,164,248 totals \$12,806,723. To the construction cost needs to be added the design and construction management contract awarded to KJ in the amount of \$1,452,668. To this also needs to be added the \$87,520.38 iCAD integration contract being considered for this Board Agenda item. The overall project amount is then

\$14,346,911. Of this approximately \$800,000 has already been spent on Engineering, leaving \$13,546,911 in funding remaining, which will be spent mainly over the 2023/24 and 2024/25 Fiscal Years.

The remaining \$13,546,911 will be partially funded by \$7,148,857.50 in already obligated Hazard Mitigation Grant funding. This iCAD contract will qualify for 75% HMG funding. The District requested another \$1,868,227.50 in funding from FEMA/CalOES to fund this project back in September 2022. CalOES approved the funding request and forwarded on to FEMA for final approval. We have not received formal approval from FEMA yet for this additional funding request.

The District also submitted a grant application to the North Coast Resource Partnership (NCRP) as part of the Prop. 1, Round 2 funding. We were approved for \$879,209 in funding from the NCRP.

If the FEMA additional funding is granted, the District's will need to fund \$3,650,617 of the remaining project costs. If the additional \$1,868,227.5 is not approved, the District's total cost will be \$5,518,844.50. The District's matching funding will be (partially or completely) provided by the Certificates of Participation, Series 2021A-Water bonds in the amount \$4,335,000.

The Fiscal 2022/23 CIP budget had \$800,000 budgeted for this Project, of which approximately \$595,000 has been spent. The 2023/24 FY CIP budget will have \$9,000,000 budgeted, and it is anticipated that the 2024/25 FY CIP budget, will budget the remaining \$5,000,000.

### **Environmental Requirements:**

The required permits for the tank construction project have already been obtained or shall be acquired by the tank construction contractor. No other permits are required as the part of the iCAD contract work.

### **Exhibits/Attachments:**

- Attachment 1 – Professional Services Agreement with iCAD Automation including Scope of Work

**McKinleyville Community Services District  
PO Box 2037, McKinleyville California 95519  
Telephone (707) 839-3251 - FAX (707) 839-8456**

**Professional Services Agreement**

**This Professional Services Agreement (this "Agreement") is made and entered between the parties listed below as of the date(s) set forth below. For your protection, make sure that you read and understand all provisions before signing. The terms recited as sections a through u on Pages 3 through 7 are incorporated in this document and, along with this page, constitute material terms and conditions of the Agreement between the parties.**

TO: iCAD Automation DATE: April 13, 2023  
3585 E. Date Ave. Agreement No. 2023-0X  
Fresno, CA 93725

The undersigned Consultant offers to furnish the following services (the "Services"):

As described in the proposal submitted by Consultant dated March 3, 2023, which is attached hereto as **Exhibit A** and incorporated herein by reference. The Services shall be provided on a time and materials basis not to exceed the amounts described in **Exhibit A**. The scope of work for this project includes the work described in Exhibit A, generally described as the following:

Provide Controls and Integration Services for the District’s 4.5MG Water Storage Tank Project.

Contract Price: Not To Exceed \$87,520.38  
Payment Intervals Monthly  
Completion Date June 30, 2025

Instructions: Sign and return original. Upon acceptance by McKinleyville Community Services District, a copy will be signed by its authorized representative and promptly returned to you. Insert below, the names of your authorized representative(s).

Accepted: McKinleyville CSD

Consultant:

iCAD Automation

(Business Name)

By Patrick Kaspari

By \_\_\_\_\_

Title General Manager

Title \_\_\_\_\_

Other authorized representative(s):

Other authorized representative(s):

James Henry, Operations Director

Nicole Alvarado, Finance Director

\_\_\_\_\_



Consultant agrees with McKinleyville Community Services District that:

- a. **Indemnification.** To the fullest extent permitted by law and consistent with California Civil Code §2782.8(a), Consultant will, indemnify, defend, and hold harmless McKinleyville Community Services District, its directors, officers, employees, and authorized volunteers (collectively "District") from and against all claims, demands and damages of all persons and entities that arise out of the Consultant's negligent acts or omissions, recklessness, or willful misconduct in the performance (or non-performance) of the Services under this Agreement. Consultant shall not be obligated to defend or indemnify the District from and against all claims, demands and damages that arise out of, pertain to, or relate to the District's own negligent acts or omissions, recklessness, or willful misconduct or the negligent acts or omissions, recklessness, or willful misconduct of others.
- b. **Standard of Care.** In providing the Services under this Agreement, Consultant shall exercise that degree of skill and care ordinarily used by other reputable members of Consultant's profession, practicing in the same or similar locality and under similar circumstances.
- c. **Workers Compensation Insurance.** By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Consultant will comply with such provisions before commencing the performance of the professional services and work under this Agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all Services covered by this Agreement.
- d. **Professional Liability Insurance.** Consultant will file with McKinleyville Community Services District, before beginning professional services, a certificate of insurance satisfactory to the McKinleyville Community Services District evidencing professional liability coverage of not less than \$1,000,000 per claim and annual aggregate, requiring 30 days notice of cancellation (10 days for non-payment of premium) to McKinleyville Community Services District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by McKinleyville Community Services District. The retroactive date (if any) is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the contract Services. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other consultants (sub-consultants) as part of the Services covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant provides insurance coverage deemed appropriate by Consultant for the role of the subconsultant under this contract.
- e. **Insurance Certificates.** Consultant will file with McKinleyville Community Services District, before beginning professional services, certificates of insurance satisfactory to McKinleyville Community Services District evidencing general liability coverage of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed

operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability requiring 30 days (10 days for non-payment of premium) notice of cancellation to McKinleyville Community Services District. The general liability coverage is to state or be endorsed to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by McKinleyville Community Services District, its directors, officers, employees, or authorized volunteers shall not contribute to it". The general liability coverage shall give McKinleyville Community Services District, its directors, officers, employees, and authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII, or equivalent, or as otherwise approved by McKinleyville Community Services District. In the event that the Consultant employs other consultants (sub-consultants) as part of the Services covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant has in place levels of insurance deemed appropriate by the Consultant for the risk associated with the role of each subconsultant under this contract.

- f. **Renewal Certificates.** If any of the required coverages expire during the term of this Agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to McKinleyville Community Services District at least ten (10) days prior to the expiration date.
- g. **General Manager Authority.** Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representative(s)" on behalf of McKinleyville Community Services District.
- h. **Payment Intervals.** Payment, unless otherwise specified on Page 1, is to be 30 days after acceptance of a written invoice by McKinleyville Community Services District.
- i. **Permits and Licenses.** Permits and licenses required by governmental authorities in connection with Consultant's services will be obtained at Consultant's sole cost and expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.
- j. **Amendments and Modifications.** Any change in the scope of the professional Services to be done, method of performance, nature of materials, work provided or price thereof, or to any other matter materially affecting the performance or nature of the Services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental Agreement executed by McKinleyville Community Services District. Consultant's "authorized representative(s)" has (have) the authority to execute such written change for Consultant.
- k. **Representations.** Consultant represents that it is now, and will remain for the duration of its Services, properly licensed, qualified, experienced, and equipped to perform the Services. Consultant also represents that the Services shall be completed in accordance with this Agreement. Consultant further represents that the Services and the sale or use of the Services shall not infringe, directly or indirectly, on any valid patent, copyright or trademark, and Consultant shall, at Consultant's sole cost and expense, indemnify, and hold harmless McKinleyville Community Services District from and against any and all

claims and causes of action based on infringements thereof. These representations shall survive the expiration or termination of this Agreement, and are in addition to any warranties provided by law. No payment to Consultant for any Services performed hereunder (including, without limitation, final payment) shall constitute a waiver of any Claims by McKinleyville Community Services District against Consultant relating to the Services.

- i. **Ownership of Drawings and Samples.** Consultant shall submit promptly for all drawings, details, samples and other data required or specifically requested by McKinleyville Community Services District in connection with provision of the Services, and such drawings, details, samples and other data created in connection with performance of the Services and provision of the work shall constitute the property of the McKinleyville Community Services District.
- m. **Compliance with Law/Safety.** In performance of the Services, Consultant shall, at its expense, exercise due professional care, comply strictly with, and cause all sub-consultants to comply strictly with, all laws, orders, rules and regulations of governmental authorities, including those relating to the storage, use or disposal of hazardous wastes, substances or materials, and including the procurement and payment for all necessary permits, certificates and licenses required in connection with the Services. If either Consultant or McKinleyville Community Services District receives notice of any violation by Consultant of any laws relating to Consultant or McKinleyville Community Services District receives notice of any violation by Consultant of any laws relating to Consultant's (or sub-consultants) services or work provided hereunder, such party shall promptly inform the other party in writing of the existence thereof. Consultant shall comply with all applicable laws relating to safety, including without limitation the Occupational Safety and Health Act of 1970 as it may be amended from time to time, and all regulations and standards issued pursuant thereto. Consultant shall conform to the current prevailing standards of safety practice.
- n. **Equal Opportunity.** In the performance of the Services there shall be no discrimination on account of race, religion, sex, sexual orientation, age or national origin and Consultant shall comply with applicable federal, state and local laws and regulations pertaining to fair employment practices, including without limitation the provisions of Executive Order 11246 as amended by the President of the United States and the rules and regulations issued pursuant thereto, unless exempted.
- o. **Termination.** McKinleyville Community Services District may, at its option, terminate this Agreement without cause at any time. If at the time of any such termination, any Services have already been provided by Consultant but are unpaid for, McKinleyville Community Services District's only obligation, if Consultant is not in default, shall be to pay for such Services actually provided by Consultant prior to the date of termination. Upon receipt of notice of termination, Consultant shall immediately stop all performance hereunder except as otherwise directed by McKinleyville Community Services District, and if Consultant is not in default, McKinleyville Community Services District shall pay to Consultant (a) the prorata portion of the agreed price based on the percentage completion of the Services which was satisfactorily completed at the time of termination, and (b) the actual net costs incurred by Consultant directly connected with the Services that was not completed prior to the date of termination; provided, however, that under no circumstances shall the total under (a) and (b) exceed the contract price stated on page one (1) of this Agreement, above. Upon such payment, title to any such items or uncompleted Services shall, at McKinleyville Community Services District's option, pass to McKinleyville Community Services District.

- p. **Default.** Upon any default by Consultant hereunder, or in the event of proceedings by or against Consultant in bankruptcy or for the appointment of a receiver or trustee or an assignment for the benefit of creditors, McKinleyville Community Services District may, at its option, terminate this Agreement without penalty or liability (except for payment for any Services completed and accepted by McKinleyville Community Services District). Consultant shall be liable to McKinleyville Community Services District for all expenses incurred by McKinleyville Community Services District in finishing the Services and any damage incurred through any default, which at the option of McKinleyville Community Services District, may be charged against any amounts due from McKinleyville Community Services District to Consultant hereunder, but Consultant's liability hereunder shall not be limited thereby and such liability shall survive the expiration or termination of this Agreement. Any remedies provided for in this Agreement are cumulative and shall be in addition to, and not in limitation of, any other rights and remedies that may be available at law or in equity. Neither party shall be in default of this Agreement until such party has received three (3) days written notification (except in the instance of a health or safety concern, in which case failure to immediately remediate the health or safety violation shall be grounds to declare a default of this Agreement), and an opportunity to cure, or in the case of an alleged default which requires more than three (3) days to cure, a reasonable time so long as the alleged defaulting party commences the remediation of the default immediately, and thereafter diligently prosecutes the same to completion.
- q. **Notices.** Notices, requests, demands, and other communications hereunder shall be in writing and delivered personally, sent by reputable overnight courier or mailed by first class, United States mail, with postage prepaid, to McKinleyville Community Services District, **PO Box 2037, McKinleyville California 95519, Attention: Patrick Kaspari**, and to Consultant at the address set forth below its signature, or at any other address that may be given by either party to the other in the manner provided above. Notices delivered personally or sent by overnight courier shall be deemed delivered upon receipt. Notices delivered by mail shall be deemed delivered upon the earlier of (i) receipt or (ii) the date five (5) U.S. mail delivery days after the notice was placed in the United States mail as provided above.
- r. **Headings.** All section headings are provided for convenience only, and shall not be deemed to constitute material terms and conditions of this Agreement.
- s. **Interpretation.** Both Consultant and McKinleyville Community Services District are deemed to have jointly participated in the negotiation and preparation of this Agreement. Consequently, both Consultant and McKinleyville Community Services District are considered to have drafted this Agreement in equal parts and, if any ambiguity is found to exist, all rules of law and evidence requiring ambiguities to be interpreted to the detriment of the drafting party shall not apply.
- t. **Attorneys Fees and Venue for Disputes.** If litigation becomes necessary to enforce the terms and provisions of this Agreement or as a result of any breach by Consultant or District of this Agreement, the prevailing party in any such litigation shall be entitled to recover reasonable attorney's fees and costs. The Humboldt County Superior Court for the State of California shall have exclusive jurisdiction over any dispute arising out of this Agreement or Consultant's provision of Services hereunder, and shall serve as the venue for any such dispute. All parties expressly consent to this designation of jurisdiction and venue.

- u. **MUTUAL UNDERSTANDING OF SERVICES.** McKinleyville Community Services District and Consultant agree that the purpose of value engineering is the identification and presentation of recommendations for improvement of project or process value, for consideration by the McKinleyville Community Services District and their other professional advisors. Both parties understand that as a part of these services, Consultant does no design work and makes no project decisions. McKinleyville Community Services District and Consultant agree that Consultant will be liable to the McKinleyville Community Services District only for damages arising from Consultant's negligence in the performance of the Value Analysis or Value Engineering work itself, and only to the extent that such negligence directly damages the McKinleyville Community Services District.

# EXHIBIT A



Scope #8138B  
3/13/2023

McKinleyville Community Services District  
1656 Sutter Road  
McKinleyville, CA 95519  
ATTN: Patrick Kaspari

At this time Industrial Control and Design, Inc. is pleased to submit for your review and approval its proposal to provide controls and integration services for the 4.5 MG Water Reservoir Project.

## I. Referenced Information

- A. (Exhibit 1) Customer provided documents:
  - 1. Electrical Drawings McKinleyville 100% Design Submittal Drawings.
  - 2. McKinleyville 90% Design Submittal Drawings October 2022.
  - 3. McKinleyville 90% Design Submittal Project Manual October 2022.

## II. Scope of Proposal

- A. Provide (1) Temporary Booster Pump Control Panel.
- B. Provide (1) Control Panel (PLC).
- C. Provide engineering, programming, and commissioning services.

## III. Materials Provided

- A. Temporary Pump Control Panel.
  - 1. Mild steel NEMA 3R/4 enclosure.
  - 2. Circuit Breaker Disconnect.
  - 3. 24VDC Power Supply.
  - 4. MicroLogix PLC w/ I/O to match existing.
  - 5. (2) 5HP FVNRs.
  - 6. (1) 15HP FVNR.
  - 7. (3) Hand-Off Auto Switches.
  - 8. (3) Start/Stop Buttons.
  - 9. Emergency Stop.
  - 10. Circuit breakers, relays, and terminals as required.
  - 11. Customer Supplied Power Requirements: 480VAC, 3ph.
  - 12. 65kAIC @ 480V SCCR rating.
- B. Control Panel (PLC).
  - 1. Mild steel NEMA 3R/4 enclosure.
  - 2. 24VDC Power Supply.
  - 3. Repurposed MicroLogix PLC with I/O as required in Exhibit 1.
  - 4. Circuit breakers, relays, and terminals as required.
  - 5. UL 508A certification.



## IV. Services Provided

### A. Control System Engineering consisting of:

#### **Cochran Site**

1. Provide drawings of the new PLC control panel.
2. Label the wires in the existing RTU panel before removal.
3. Set up temporary control for the booster pumps.
4. Commission the new control system and MCC.
5. Provide an O&M manual for the new control system.

#### **Norton Road Site**

1. Update drawings to reflect the new mixers I/O.

### B. Provide consulting and meeting time to answer questions from the contractors involved in the project.

### C. PLC Programming consisting of:

#### **Cochran Site**

1. Add tank 1C devices to program base in customer provided sequence of operations.
2. Add tank 1A and 1B mixers run and fault status to PLC.

#### **Norton Road Site**

1. Add two mixers run and fault status to PLC.

### D. HMI Programming consisting of:

#### **Cochran Site**

1. Add tank 1C with process flow diagram to existing HMI screen.
2. Program new device controls to the same functionality as existing devices.
3. Add new alarms to alarm history screen.

#### **Norton Road Site**

1. Add two mixers run and fault status to HMI.

### E. Panel Assembly consisting of:

1. Assemble all control panels as defined in "Section III. Materials Provided."
2. All control panels will be constructed in accordance with the National Electrical Code (NEC) standard and sound engineering principles.

### F. Factory Acceptance Testing:

1. The completed panel will undergo the FAT process at ICAD's shop with the customer or authorized representative to ensure that it complies with the engineering and design specification defined in this quote.
2. Not all field conditions, inputs, or outputs can be duplicated during the factory acceptance test, but all efforts will be made to create a reasonable simulation.
3. Customer approval and sign off are required upon successful completion of factory acceptance testing.

### G. Onsite Startup Services:

1. The cost allowance for an onsite startup, debug and training of the programming provided by ICAD has been budgeted into this proposal. This does not include any overtime or off schedule hours. Any additional time beyond the budgeted man-hours will be charged at \$195 per hour, port-to-port plus travel expenses at 15% margin.

2. Onsite startup initial debug can only be started once all the field wiring has been completed and tested. An electrician and/or a highly qualified technician and operator will be required during this time.
3. The cost for any delays in startup due to equipment malfunctions, installation delays, project scheduling, delays in production, instrumentation by others, etc. will be in addition to this quotation.

## V. Project Assumptions and Clarifications

- A. All information referenced in “Section I. Referenced Information” of this document is assumed to be accurate and complete. Any costs, delays or rework required based on incomplete or inaccurate information will be in addition to this proposal.
- B. Prior to startup, it will be the responsibility of the customer to test and confirm all I/O wiring, and all communication networks to ensure their compliance to design and/or manufactures specifications.
- C. Any I/O requirement not identified within the scope of this proposal will be considered a change order.
- D. It is customer’s responsibility to perform a risk assessment on any machinery controlled by this system. The controls provided as part of this package are not certified to any specific safety level or category.
- E. It is the customer’s responsibility to calculate the available fault current of system feeding ICAD provided equipment and verify the fault current rating of devices provided by ICAD are acceptable. If requested, these services can be provided by ICAD as a change order.
- F. All engineering, programming and screen layouts submitted to the customer for approval will be limited to the initial revision. Additional revisions will be considered a change order.
- G. Repurposed PLC is from customer’s existing control panel.
- H. Customer’s existing radio will be re-installed in the new Control Panel.

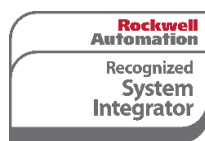
## VI. Not Provided

- A. Hard Copies of submittals and O&M manuals. Only digital copies will be provided.
- B. Any additional system control functionality.
- C. Any field mounted sensors, switches, encoders, or other devices unless specifically listed within this quotation.
- D. Control or communication to any additional devices or controllers.
- E. Overtime.
- F. Outbound freight, freight insurance, and/or packaging for shipment.
- G. Sales tax.

## VII. Benefits of an ICAD provided System

- A. ICAD is an authorized:

Rockwell Automation  
“Recognized Systems  
Integrator”



Inductive Automation  
“Certified Integrator”





Wonderware  
"System  
Integrator"



Automation  
Direct "SI Direct  
System Integrator"



CSIA Certified



Certified UL 508A panel  
shop



- B. All design and programming are non-proprietary with copies given to the customer.
- C. ICAD has technical staff available 24/7 for your emergency needs.

*This document and the information contained within are considered the intellectual property of Industrial Control and Design, Inc. and issued in strict confidence. It shall not be copied, reproduced, or distributed without the express written permission of Industrial Control and Design, Inc.*

We appreciate your interest in our organization and its abilities and look forward to working with you on this project. If you should have any questions or require any additional information, please do not hesitate to call.

Regards,

A handwritten signature in black ink, appearing to read "S. Redman".

Stephen Redman

# FIXED PRICE QUOTATION

FIXED PRICE QUOTATION # 8138B  
3/13/2023


<b>Bill:</b>	McKinleyville Community Services District 1656 Sutter Road McKinleyville, CA 95519 ATTN: Patrick Kaspari	<b>Ship:</b>	McKinleyville Community Services District 1656 Sutter Road McKinleyville, CA 95519 ATTN: Patrick Kaspari
--------------	---	--------------	---

Qty	Description	Unit Cost	Amount
1	Provide materials and services in accordance with Industrial Control and Design Scope 8138B.		\$86,550.72
	* Freight is not included in the sub-total shown below and will be added to the total cost if applicable.		
Payment Terms: 25% at acceptance (Net 30) 25% at submittal of preliminary engineering (Net 30) 25% at arrival of materials (Net 30) 25% at completion of Factory Acceptance Test (Net 30)		Sub-Total	\$86,550.72
		Tax	\$969.66
		Freight	
		<b>Total</b>	<b>\$87,520.38</b>

**Conditions:**

- This quote is based on current costs of equipment and materials, after acceptance of this quote, any cost increases due to excessive inflation rates, taxes/tariffs, and/or increased costs for shipping would be the responsibility of the customer.
- **This quote expires 30 calendar days after proposal date.**
- Submittals will be given to the customer 4-6 weeks after receipt of purchase order and approval of credit terms. Due to current hardware shortages and manufacturer's backlogs, the items will be ready for pickup or shipment 18-20+ weeks from approval of submittal drawings. This is only an estimate.
- Any standby time due to equipment malfunction, project scheduling, equipment or materials provided by others, etc. will be in addition to this quotation.
- All work will be performed during ICAD's standard working hours. Buyer requested overtime will be an additional cost.
- The existing system is expected to be correct and operable. Troubleshooting of existing system will be in addition to this proposal.
- Any additional hardware or services will be in addition to this proposal. This includes but is not limited to control or communication to any other devices not listed here.
- If a formal contract is required, its conditions must not deviate from this proposal without ICAD's written permission.

*This quotation constitutes an offer to sell which expressly limits acceptance to the Standard Terms and Conditions which are by reference incorporated into this agreement as though fully set forth herein. Subject to approval of Buyer's credit worthiness and return of this Agreement with Buyer's signature and Purchase Order number.*

<b>Buyer:</b> McKinleyville Community Services District 1656 Sutter Road McKinleyville, CA 95519 ATTN: Patrick Kaspari	By: _____ Date: _____ PO#: _____	<b>Seller:</b> Industrial Control & Design Inc. 3585 E. Date Ave. Fresno, CA 93725	By:  Date: 3/13/2023
--	--	---	--

# Standard Terms and Conditions:

All sales of services or materials by Industrial Control and Design Inc. (Seller) are subject to the following terms and conditions. Seller objects to any additional or different terms contained in any documentation (including, but not limited to purchase orders or acceptance letters) submitted by Buyer. No waiver or modification of these terms and conditions shall be binding on Seller unless authorized in writing by Seller.

**SCOPE.** Seller agrees to perform for the Buyer the services described in this document. Buyer acknowledges that Seller shall perform the services based upon information furnished to Seller by the Buyer, and Seller shall be entitled to rely upon such information as being accurate and complete. Seller will not be obligated to provide any services which are (a) outside of the scope defined in the applicable documentation; (b) outside its area of expertise; or (c) in violation of any applicable laws, codes, or regulations.

**CHANGE ORDERS.** If Buyer requests a change in the scope to be provided, Seller reserves the right to revise delivery schedules and make an equitable adjustment to the price. Any changes within the scope of services must be in writing and approved by both Seller and Buyer before implementation.

**PAYMENT TERMS.** Unless otherwise noted in this document, this offer is based upon standard industry terms of net 30. Net 45 & 60 terms are available at an increased cost.

**INSURANCE.** Unless otherwise stated in this Agreement, Seller's standard insurances will apply. If greater insurances are required, it will be at additional cost to the Buyer.

**TAXES.** Unless otherwise stated in this Agreement, Seller's prices do not include sales, use, or similar taxes.

**FREIGHT.** Unless otherwise stated in this Agreement, Seller's prices do not include crating or freight. Buyer shall bear the risk of loss or damage to any equipment at such time as said equipment leaves Seller's shop.

**SCHEDULING.** Any estimate of the time required to perform work listed in this Agreement is based upon a start date only after (a) approval of Buyer's creditworthiness and (b) return of Agreement with Buyer's signature and Purchase Order number. Buyer accepts that any timeline estimate given by Seller is only an estimate and is subject to change at any time without penalty to Seller.

**PAST DUE ACCOUNTS.** For the performance of the services, Buyer shall pay Seller in the manner and at the times herein specified in this Agreement. If Buyer's account becomes past due on any project that Buyer has with Seller, Seller reserves the right to stop work immediately on all projects for Buyer until all past due invoices are paid. Seller shall not be liable for any liquidated damages or other costs incurred by the Buyer as a result of Seller's stoppage of work due to non-payment. There will be a 1-1/2% per month finance charge for all invoices which are past due.

**CONTRACT TERMINATION.** Should the Buyer fail to comply with this Agreement as set forth herein, then Seller shall have the right, after giving five days written notice to the Buyer, to terminate this Agreement. Should the Buyer wish to cancel this agreement as set forth herein, then Buyer shall provide Seller 5 days written notice. Upon termination of the Agreement by either party, the Buyer shall be obligated to pay Seller for all work executed and for any proven loss, cost, or expense in connection with the work, plus any accrued finance charges resulting from late payment of invoices, through the date of termination. Additionally, upon the termination of the Agreement by Buyer, Seller shall be entitled to a 5% cancellation fee based upon the initial contract price and added to any other charges presented to Buyer. Upon receipt of such payment in full, Seller shall release to the Buyer all materials, programming, and documentation completed to the date of termination of this Agreement.

**FIELD WIRING.** It will be the responsibility of the Buyer to ensure that all field wiring is conducted in accordance with all applicable Electrical Codes. The seller cannot be held responsible for the system's performance if any wiring by others is not in compliance with said codes and Seller's engineered schematics.

**WARRANTY.** Seller's liability under this agreement shall be limited to re-performing only those deficient engineering or programming services which a) result from Seller's negligence or willful misconduct, and b) are reported in writing to Seller within one (1) year from date of completion of the services hereunder. Under no circumstances shall Seller be liable to Buyer for any consequential or incidental damages, including, but not limited to loss of use or loss of profit. Any change to Seller's design or programming by Buyer will void and nullify all warranty. Buyer agrees to pay Seller's standard over-time rates for any warranty work performed outside the normal business hours of M-F, 8-5. Seller shall not be required to perform any warranty work if Buyer's account with Seller becomes past due.

**EQUIPMENT WARRANTIES.** Seller will use its best effort to obtain applicable warranties from all equipment manufactures for equipment provided by Seller to the Buyer and will transfer all such warranties directly to Buyer. Buyer's only recourse shall be under such manufacturers' warranties. Buyer acknowledges that Seller is supplying such equipment without warranty, either implied or expressed.

**NO SOLICITATION OR HIRING.** Buyer shall not solicit for employment any person employed by Seller, for a period of one year after completion of this work. Should Buyer hire a Seller employee within one year of completion of this work, Buyer agrees to pay Seller an amount equal to one time the employee's annualized salary.

**INTELLECTUAL PROPERTY.** All documents (including, but not limited to, proposals, price sheets, drawings, and specifications), software and other information or inventions prepared or disclosed by Seller shall remain the sole intellectual property of the Seller. Following acceptance and final payment, Seller shall grant Buyer a non-transferable, non-exclusive license to use such materials for the Buyer's internal purposes only.

**ATTORNEY'S FEES.** If there is any action or legal proceeding of any kind to enforce or interpret any provision of this Agreement, the unsuccessful party to such proceeding or action shall pay the prevailing party all costs and expenses including reasonable attorney's fees and costs incurred by such prevailing party, whether or not such action or legal proceeding proceeds to a judgment.

**INDEMNITY.** Buyer will defend, indemnify, and hold Seller harmless from all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of the provision of the services and materials by Seller under this Agreement, including claims related to Seller's use of Buyer supplied drawings, measurements, data, or any other information provided by Buyer that is used in supplying materials or services. However, in no event shall Buyer be liable under this provision for claims arising out of the sole negligence or willful misconduct of Seller. In no event shall the total cumulative aggregate liability of Seller resulting from, arising out of or in connection with this Agreement or the provision of the services and materials by Seller under this Agreement exceed the coverage available under any standard insurance policy Seller has in place which applies to this Agreement, or, in the event no insurance coverage is available, the value of the particular services and materials upon which the claim or damage is based, regardless of the legal or equitable theory upon which the claim or damage is based.

**THIRD-PARTY BENEFICIARIES.** Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against Seller. Seller's services and materials are being supplied solely for Buyer's benefit, and no party or entity shall have any claim against Seller because of this Agreement, or the performance or nonperformance of the services and materials supplied under this Agreement.

**INDEPENDENT CONTRACTORS.** Each party will be and act as an independent contractor and not as an agent or partner of, or joint venture with, the other party for any purpose related to this Agreement or the transactions contemplated by this Agreement, and neither party by virtue of this Agreement will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other party.

**ENTIRE AGREEMENT.** This Agreement represents the entire and integrated contract between Buyer and Seller and supersedes all prior negotiations, representations, or agreements either written or oral. This Agreement may be amended only by a written instrument signed by both Buyer and Seller.

**CHOICE OF LAW/VENUE.** California law shall govern the terms of this Agreement. In any dispute over this Agreement, the venue will be Fresno County, California.