

Olivehurst Public Utility District



Agenda Item Staff Report

Meeting Date: 2/18/2021

Item description/summary:

Consider publishing RFP for Raising Iron and Pavement Repairs 1-3 year Contract.

This item was also discussed at the Water/Wastewater Committee. Although we do not currently have a contract for this type of work, staff feels that publishing an RFP similar to the pump and motor maintenance one discussed previously will come with the same benefits. It will also allow the District to have more control over the contractor performing working during County projects for raising iron.

Fiscal Analysis:

Sample Motion/Staff Recommendation:

Publish RFP for Raising Iron and Pavement Repairs.

Prepared by:

Christopher Oliver, Public Works Engineer

OLIVEHURST PUBLIC UTILITY DISTRICT

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GENERAL MANAGER

John Tillotson

OPUD Infrastructure Repair, Raising Iron, and Pavement Related Repairs RFP

Prospective proposers,

OPUD will be accepting sealed proposals for the District's Infrastructure Repair, Raising Iron, and Pavement Related Repairs contract for our Water and Wastewater divisions until March 10, 2021 at 12:00 PM at the address below. The proposals will be opened and read aloud at a public meeting that same day at 1:30 PM at the OPUD office located at:

1970 9th Avenue
Olivehurst, CA 95961

Please contact Christopher Oliver with any questions at 530 743-8573

Christopher Oliver
Public Works Engineer, OPUD

CONTRACT (AGREEMENT)

OLIVEHURST PUBLIC UTILITY DISTRICT

DISTRICT Infrastructure Repair, Raising Iron, and Pavement Related Repairs

THIS AGREEMENT, made this _____ day of _____, **2021**, by and between **Olivehurst Public Utility District** (hereinafter called “OWNER”),
(Name of Owner), (an Individual)

and _____ doing business as
(Name of General Contractor)

(an individual,) or (a partnership.) or (a corporation) hereinafter called “CONTRACTOR”. The attached RFP and bid proposal sheet submitted by the contractor, and their contents, are part of this contract and the aforementioned parties agree as follows:

**I.
GENERAL TERMS**

A. The Contractor agrees to furnish labor, materials, tools and equipment needed to perform maintenance and repair on District facilities, at the prices specified for labor and materials set forth in the attached proposal by the Contractor. This contract shall establish the general terms and conditions applicable to all work done under this agreement, including the labor and material prices applicable for all work performed, during the next succeeding year. Customized terms and conditions for any assigned task hereunder shall be set forth in a project specific task order.

B. Owner or contractor may terminate this contract at any time, by ten (14) days written notice. Upon termination without cause, Owner shall pay all costs and expensed incurred by Contractor up to the date of termination. In addition, if the prevailing wages required to be paid are modified by the State of California, then this Agreement will be revised to reflect changes in prevailing wages only. The Owner, as a public entity, reserves the right to contract with other contractors for any reason.

**II.
LEGAL REQUIREMENTS**

A. Contractor agrees to furnish all necessary tools, equipment, supplies, labor and materials required for the performance of the work. Contractor shall complete all work assigned hereunder to the satisfaction of Owner, as directed by the District Engineer.

B. Prior to the commencement of any work, Contractor agrees to provide proof of insurance satisfactory to Olivehurst Public Utility District naming Olivehurst Public Utility District its officers, agents and employees as additional insured with coverage amounts of no less than \$1,000,000 per person and \$2,000,000 per occurrence and property damage up to \$1,000,000, along with a standard broad form comprehensive and automobile liability policy form. Contractor further agrees to insure that every subcontractor employed by Contractor shall have insurance of equal character and limits and shall provide certificates and endorsements to Olivehurst Public Utility District confirming such insurance prior to allowing such subcontractor to commence work upon the work. When requested by Owner, Contractor shall provide copies of Contractor's policy of issuance. Notwithstanding the foregoing, Contractor will use its own employees to perform the work required by District and no subcontractor shall be authorized to engage in any portion of the work without the express, prior, approval of District.

C. Contractor further agrees to provide, prior to commencement of work, and to require every subcontractor to provide prior to the commencement of work, a certificate pursuant to Labor Code Section 3700 *et.seq.* which will state as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workmen's Compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this Contract."

D. Contractor agrees to comply with each and every provision of the Section 1770 through Section 1780 of the Labor Code relating to prevailing wages. The Contractor shall be required to

forfeit to Owner the amount of Fifty Dollars (\$50) for each calendar day, or portion thereof, for each workman paid less than the prevailing wages as determined for the work done herein. The difference between prevailing wage rate and the amounts paid to each workman for each calendar day or portion thereof for which each workman was paid less than the prevailing wage rate shall be paid to each workman by the Contractor. A copy of the applicable prevailing wages shall be maintained at the offices of the District, and can also be reviewed at _____. (State website)

E. Contractor further agrees to comply with the provisions of Section 1777.5 of the Labor Code of the State of California relating to apprenticeship standards and the employment of apprentices upon project and to comply with each and every provision of Section 1810 through 1815 of the Labor Code relating to the employment of workmen in excess of eight (8) hours in violation of the Labor Code.

*As of July 1, 2014, the District cannot enter into a Public Works Contract with a contractor that is not registered with the Department of Industrial Relations in accordance with California Labor Code section 1725.5 et seq..

III. WARRANTY AND REPAIR

A. Contractor agrees to pay to Olivehurst Public Utility District, or to perform at Contractor's, the costs of all repairs, replacements or payments necessitated by defects in materials or workmanship supplied under the terms of this contract which exist within one (1) year after the date of final acceptance of the work. This warranty shall cover defects existing during such one (1) year period whether or not discovered within the first year. The Contractor shall be fully responsible for all direct and indirect damages and expenses to Olivehurst Public Utility District proximately caused by such defects in materials or workmanship, including defects in materials

which bear a guarantee or warranty in writing or by law for a period longer than one (1) year, Contractor hereby stipulates and agrees that such guarantees shall be inure for the benefit of Olivehurst Public utility District for such longer periods.

B. The Contractor also agrees to hold the Olivehurst Public Utility District harmless from liability, both direct and indirect, of any kind arising from damage due to such defects. The Contractor shall make all repairs, replacements, or payments promptly upon receipt of written order for the same from the Olivehurst Public Utility District. If Contractor fails to make the repairs or replacements or payments within the time specified by Owner, then, subject to the sole discretion of OWNER, District may do the work in any manner it sees fit, and the Contractor shall be liable for the cost thereof, including all costs of engineers or consultants required to do said work and all cost related to the expedition of said work. Any additional requirements for the project relative to the collection for defective work after final acceptance are provided for hereafter in this Agreement.

IV. CONTRACT DOCUMENTS

The complete Contract consists of the following documents to wit: The notice to Contractors, the General Provisions, the Proposal, this Agreement, the task order, and all modifications made or incorporated in any of those documents. All of the above documents are intended to be complimentary, so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all of said documents. Similarly, any contract provision appearing in one shall be binding as if it appeared in all said documents.

V. RESPONSIBILITY AND CONTROL OF WORK

A. Contractor shall defend and indemnify OPUD from any liability or demands or costs of subcontractor and material supplies arising from the work hereunder, claims (including claims and

demands of OSHA or other agency with jurisdiction over the job), liens, or stop notices, including preliminary notices, filed in connection with the work.

B. Contractor shall be solely responsible for all work under this contract, including the technique, sequences, procedures, and means, and for coordination of all work. Contractor shall supervise and direct the work to the best of Contractor's ability and give all attention necessary for such proper supervision and direction. Contractor shall have full control over the site and shall be responsible to take all required steps, and implement all required procedures, required for the safety of employees and the public.

C. Contractor has the duty of providing for and overseeing all safety orders, precautions, and programs necessary to the reasonable safety of the work. In this connection, Contractor shall take reasonable precautions for the safety of all work employees and all other persons that the work might affect, all work and materials incorporated in the project, and all property improvements on the work site and adjacent to the site, and comply with all applicable laws, ordinances, rules, regulations, and orders. Contractor's cost of work includes the costs of all required safety measures including sheeting, shoring and trenching for the protection of life and limb.

VI. INDEMNITY

Contractor shall defend, indemnify, and hold harmless, Owner, its officers, agents, and employees from all claims, demands, damages and liabilities, including reasonable attorneys and consultants costs incurred for personal injury and property damage, arising out of the work of Contractor hereunder. Owner reserves the right, at Owner's expense, to request that Contractor

acquire Performance and Payment Bonds suitable for public work, the costs of which will be added to the contract amounts. If Contractor is unable to procure a bond, Owner may terminate this agreement.

**VII.
LUMP SUM PAYMENT UPON COMPLETION**

All amounts due Contractor for the work to be performed hereunder shall be due and payable in full within 30 days of acceptance of the work by Owner and invoice by Contractor. No advance or progress payments will be made. Owner may, upon prior notice to Contractor, withhold there from amounts required to:

1. Pay valid claims of laborers and material suppliers to the work;
2. Remedy defective materials and workmanship; and
3. Complete the work as per the requirements of the specifications.

Owner:

Signature	Name
Title	Date

Contractor:

Signature

Name

Title

Date

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BOARD OF DIRECTORS

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GENERAL MANAGER

John Tillotson

February 19, 2021

Instructions For Request for Proposal: Infrastructure Repair, Raising Iron, and Pavement Related Repairs RFP

Olivehurst Public Utility District is requesting proposals for infrastructure repair, raising iron, and pavement related repairs in the District's Water and Wastewater divisions. Each proposal shall be provided using the attached detailed description and scoring sheet.

Important Note: The District will require the following for this contract:

- *That the contractor adhere to an 8 hour, or less, response time for emergencies as specified by the District. Although emergencies of the nature requiring this response time are rare, missing this response time deadline could result in contract termination.*
- *The District will require detailed invoices to include: all labor and materials (separate line item for each item or supply), confined space entry and subcontracting clearly defined and priced out.*
- *The District will require contractor to submit their invoices for materials, subcontracting and confined space (if contracted out) with every invoice to OPUD for verification of mark-ups.*
- *This instruction sheet and the detailed scoring sheet with the contractors pricing and mark-ups will become part of the contract upon execution of the contract and OPUD will vigorously defend any attempts to assert charges that are beyond the scope of the contractor's proposed rates for this RFP response.*
- *A bidder's bond in the amount of \$5,000 must accompany this proposal.*

Each proposal will be scored on the following:

Note: See attached scoring sheet for additional detail on the following. You shall use the scoring sheet to provide pricing.

1. Labor/equipment rate per hour, broken down as follows:
 - A. During normal business hours, weekdays 8:00am to 5:00pm.
 - B. During weekends or evenings, all hours.
 - C. During holidays.
 - D. Crane truck for both truck and operator.
 - E. Confined space entry. For this item provide a description, on a separate piece of paper, of how many personnel and what each of the person's role is for the confined space entry. Combine all personnel, equipment etc. hourly rates into one hourly rate for combined space entry and write in in the provided space on the detailed scoring sheet. If you intend to contract all or a portion of the confined space entries, please provide details of what is to be performed by you and what is to be performed by the subcontractor along with availability (i.e. how much notice does your sub need to provide service, do they work weekends etc.) on a separate piece paper and then provide the total hourly rate including your labor, your equipment and the subcontractors labor and equipment in the space provided on the detailed score sheet.
2. Mark-up on materials. Provide a percent mark-up for materials and supplies. See note above for submission of invoices for materials, supplies, subcontractors etc. when invoicing OPUD. Include items in your mark-up such as proper disposal of waste oil and other hazardous waste.
3. Mark-up on outside labor. Provide a percent mark-up. See note above for submission of invoices for materials, supplies, subcontractors etc. when invoicing OPUD.

The District will use a 3 person scoring panel. The weighting of the scoring with regard to the items above will be specified on the attached detailed description and scoring sheet. Hourly rate for each item will be multiplied by the percentage and a score given. Percentage markup will be used as a whole number (i.e. 10% will be a 10). The proposal with the lowest overall total score will be selected to enter into a one year contract with the District for these maintenance services for 1 year. The District and contractor shall have the option of extending the contract for a period of two additional years, year by year, for a total of 3 contract years with contract pricing remaining the same. The contract and its contents shall be part of your proposal so read it carefully. The contractor (maintenance provider) shall be responsible for adhering to all Federal, State and Local governmental laws and regulations, including but not limited to, laws and regulations for labor, safety and environmental. Both parties shall have the right to cancel the contract at any time with two weeks written notice.

Christopher Oliver

Public Works Engineer, OPUD

Item	Score Weight	Price or %	Score
Scenarios			
Scenario 1: Lower and raise iron in response to a Yuba County Project on 11 th Avenue. Include the lowering and raising of water valve boxes and sanitary sewer manholes. Do not include any materials as they are considered in another area.	11%		
Scenario 2: Repair various sized patches of pavement throughout the District to Yuba County Standards. Road was cut into to allow for repair/replacement of a water service or leaking water main. Give price in \$/square foot. Do not include any materials as they are considered in another area.	11%		
Scenario 3: Manhole lid replacement and Grade Rings Remove collar, lid, and grade rings. Install new grade rings and 25 5/16" lid and frame to grade. Pour back collar to O.P.U.D.'s spec 5-28. Clean off interior manhole walls. Grout interior grade rings. Inject resin to stop I&I. Coat interior with district approved sewer resistant material. Finish to be directed by Yuba County Public Works	11%		
Scenario 4: Sewer main and saddle with shoring/shield for 8' and deeper Inform residents to reduce flow. Saw cut and remove AC to Expose damaged sewer main. Install shoring/shield, blower and prep. Depending on flow plug sewer, ditchwitch, or vac-truck. Remove damaged sewer main. Replace with SDR 2600 with ¾ crush bedding, cover and install clay to plastic Fernco compression fittings with shear bands. Back fill and finish to Yuba County specs and details	11%		
Labor Rates			
During normal business hours, weekdays 8:00am to 5:00pm.	10%		
During weekends or evenings includes all hours of the day.	5%		
During Holidays.	5%		
Crane Truck, include cost per hour for both truck and operator.	5%		
Confined Space Entry. See instructions 1E above.	4%		
Mark-Ups			
Materials, include cost for proper disposal of hazardous materials such as used oil. Provide percent mark-up.	15%		
Outside labor, provide percent mark-up.	12%		
Total	100%		

