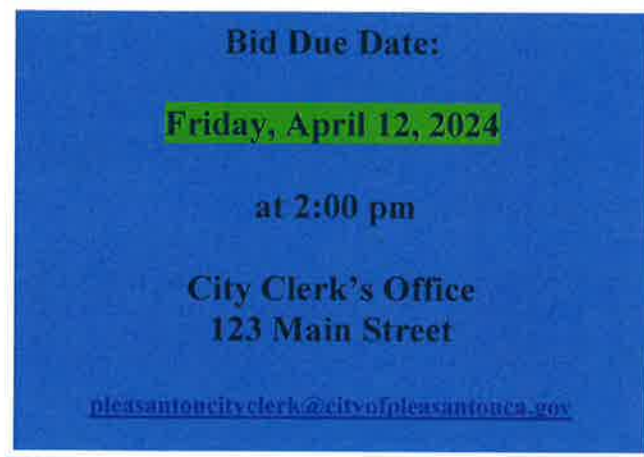


PUBLIC WORKS DEPARTMENT

REQUEST FOR QUALIFICATIONS (RFP) #PWD-24-201

**“AS NEEDED SERVICES FOR
ENVIRONMENTAL SERVICES TESTING AND REPAIRS”**



BID MAY BE DISQUALIFIED IF BID PACKAGE DOES NOT INCLUDE ALL REQUESTED DOCUMENTS AND DOES NOT ADHERE TO ALL OF GUIDELINES IN THIS DOCUMENT

APPROVED



Adam Nelkie
Acting Director of Public Works

I. INTRODUCTION

The City is seeking qualifications from experienced licensed contractors to perform routine, and potential emergency “As-Needed Services” environmental services related to underground and above ground storage tanks and backflow testing and repairs. Emergency response is work needed to be performed in a timely manner for public safety concerns, due to a traffic accident, a weather event and/or when an urgent request or an emergency is declared by City staff, local or state officials. We encourage your company to submit a proposal(s) based on the categories outlined below. You are invited to bid on any of the services, separated by categories, which your company is qualified to perform. The City will be awarding several contracts in each category to effectively maintain community infrastructure for three (3) years beginning July 1, 2024. By mutual agreement both parties may extend this Agreement, by Amendment, for additional two (2), one-year terms, not to exceed five years for the total Agreement.

The Public Works Department, Environmental Services Division (ESD), has 3.5 full-time employees and one temporary employee that provide oversight of a variety of environmentally responsible areas, including recycled water connection and ongoing regulatory compliance, water conservation and education, Clean Water Program outreach, backflow protection program, industrial and storm water inspections, National Pollutant Discharge Elimination System permit reporting, surface water permitting, air emissions compliance, hazardous materials management, fuel and underground and above ground tank inspections.

ENVIRONMENTAL SERVICES TESTING AND REPAIRS

The City is looking for support in the following categories:

- **UNDERGROUND & ABOVE GROUND STORAGE TANK REPAIRS, UPGRADES, TESTING, & TRAINING – regulatory compliance and testing**
- **BACKFLOW TESTING, REPAIRS, & REPLACEMENT – of the 300 backflow prevention assemblies**

II. SUBMITTAL PROCESS

Bid Proposals will be received by the City of Pleasanton City Clerk’s office of the:

- In-person, Civic Center, at 123 Main Street, Pleasanton, CA 94566
- By mail to City of Pleasanton, P.O. Box 520, Pleasanton, CA 94566
- By Express Courier only, send to City Clerk’s Office 123 Main Street
- By email to: pleasantoncityclerk@cityofpleasantonca.gov

Deadline: Friday, April 12, 2024

Please reference the Title and Project Number for all Submittals

**“As Needed Services for Environmental Services Testing and Repairs”
Project No. PWD 24-201**

Qualifications and Bid proposals shall include completed Bid Response Package with the following: Contractor Information, Work Experience, Scope of Services with Rate Sheet, and any Additional Information deemed relevant by the Contractor.

III. PROCURMENT SCHEDULE

Invitation for Bids:	March 18, 2024
Bids Due:	April 12 2024
Bid review Period:	April 15 – April 19, 2024
Presented to City Council	May 21, 2024
Begin Services:	July 1, 2024

IV. SELECTION PROCESS

It is the City’s intention to qualify multiple contractors in each category to perform potential as-needed services and emergency services. Selection shall be based on the most qualified contractors in terms of work experience, list of references, as well as offering the most competitive rates.

Any additional information deemed necessary by your company to assist the City in the selection process including any special provisions or specifications that the contractor brings to the bid process and actual services may be submitted.

Bids received after the time established for receiving bids will not be considered.

The City reserves the right to reject any or all bids and to determine which bid is, in the City's judgment, the lowest responsive and responsible bid of a Bidder or group of Bidders. The City also reserves the right to waive any inconsequential omissions or discrepancies in any bid and to delete certain items listed in the bid as set forth therein. Costs for developing, submitting, and presenting bids are the sole responsibility of the Bidder and claims for reimbursement will not be accepted by the City.

For questions, please contact Daniel Villasenor, Management Analyst, Public Works Department at dvillasenor@cityofpleasantonca.gov

V. AGREEMENT TERMS

The term of this agreement commences on July 1, 2024 and expires three years from that date. The parties may extend this Agreement, by Amendment, for additional two (2), one-year terms, not to exceed five years for the total Agreement. The rates shall remain firm during the first year of the Agreement. For the

second or subsequent years of the Agreement, the cost of each one-year term may increase only by the change in the consumer price index for the San Francisco-Oakland-San Jose Metropolitan Area (all items index; all urban consumers) for the twelve-month period ending in May each year as published by the Bureau of Labor Statistics, U.S. Department of Labor. It is the sole responsibility of the contractor to provide the City with their new calculated rate sheet(s).

Within ten days of being notified by the City, Contractor shall submit to the City:

- A signed copy of the City's standard Maintenance and Trade Services Agreement
- Certificates of Insurance, with Endorsement letter naming the City as additional insurer
- Evidence of a current business license to conduct business in the City of Pleasanton
- Completed W-9 Form for all new contractors

VI. SPECIAL PROVISIONS & REQUIREMENTS

Insurance: Contractor and Sub-contractors must provide and maintain in full force for the duration of the Agreement General Liability and Bodily Injury Insurance, Automobile Insurance, Worker's Compensation Insurance and Certificates of Insurance with a supporting endorsement letter according to Agreement (**Attachment II**).

Rate Sheet (Exhibit A): Each agreement will have a specified not to exceed amount on an annual basis. Rate Compensation for services rendered will be on a time and material basis or a designated measure based upon each contractor's provided rate schedule, which shall include regular time, overtime, and emergency call outs. No work shall be performed unless approved by the City's designated project manager. Rate sheets must be updated at the beginning of each fiscal year with the Management Analyst.

D.I.R.: *Contractors will be subject to registration and annual renewal fee to the Department of Industrial Relations (DIR) per Senate Bill 854. The mandate applies to all contractors and sub-contractors who intend to bid or perform work on public works projects (as defined in the Labor Code).*

Registration of Contractors with the Department of Industrial Relations

For bids submitted the bidder and its sub-contractors must be registered and qualified to perform public work pursuant to section 1725.5 of the Labor Code, subject to limited legal exceptions under Labor Code section 1771.1. A contractor or sub-contractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5. A bid will not be accepted, nor any contract entered into without proof that the bidder and its sub-contractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code Section 1725.5, subject to limited legal exceptions.

Certified Payroll Records

Contractor shall furnish the records specified in California Labor Code section 1776, including but not limited to the certified payrolls, directly to the Labor Commissioner. The Contractor shall furnish the records specified in California Labor Code section 1776 to the Labor Commissioner for all projects,

whether new or ongoing Copies of those certified payroll records shall also be submitted electronically to the City, upon request.

Prevailing Wage

In accordance with California Labor Code Section 1170 et seq., the Contractor shall pay general prevailing rate of per diem wages to all workers employed under this contract.

Job Site Postings by Contractor

Contractors are required to post all job site notices prescribed by law or regulation. See 8 Calif. Code Reg. section 16451(d).

Reserved Rights: City retains the right to award a job to another contractor, to use City forces, or not to do the job at all. No work shall be performed without being approved by the City's designated Project Manager. There is no Maximum nor Minimum amount guaranteed for each individual Agreement.

Payments: Invoices submitted to the City for payment must include description of work performed, location of work performed, number of personnel used, time spent by personnel, type of equipment used, time equipment used, and materials furnished. Back-up materials (invoices, receipts) must be furnished, and markup must be provided on invoice. Rates included on the invoice must match the Rate Sheet on file with this Agreement. If a receipt is not available, then Contractor will need to provide a similar quoted price from the third-party vendor or supplier.

Task Authorization: When services are estimated to be over \$60,000, Contractor will submit a written estimate detailing the cost to perform the requested work or services, the City will then issue a Task Authorization letter as a guide for reimbursement once the scheduled work is completed and to the satisfaction of the City. If authorized work exceeds the initial estimate or City requests additional services, Contractor is to notify the City of the additional cost and the City will provide an amended Task Authorization. No work shall be performed unless approved by the City's designated project manager.

Project Manager: Designated City representative or Project Manager will determine satisfactory work performance. Contractors will clean facilities, stations, roadways, and any other areas littered or soiled by their maintenance/repair operations and/or equipment.

City of Pleasanton's Standard Specifications and Details (November 2016): To the extent applicable, all projects shall adhere to the City of Pleasanton's [Standard Specifications and Details](https://www.cityofpleasantonca.gov/our-government/public-works/engineering/) (November 2016) which can be accessed (see link below). The purpose of these Specifications is to provide minimum standards for materials used of construction for the City's public infrastructure. <https://www.cityofpleasantonca.gov/our-government/public-works/engineering/>

Permits: Contractor will be responsible to obtain all necessary permits to perform work (encroachment, building, etc.), if necessary, and a scheduled of inspection, Underground Service Alerts, and a current Cal-OSHA excavation permit (the City of Pleasanton will notify USA for emergency work only).

Identification: Contractor’s crews shall be identified at all times either by a Company uniform, or by a safety vest worn outside other clothing with the Company name clearly displayed. Vehicles will have a Company sign clearly displayed.

Travel Time: The City will not pay travel time. Any Contractor desiring to cover these costs will need to incorporate them in the applicable hourly rates.

Traffic Control: Contractor shall conduct its operations as to cause the least possible obstruction and inconvenience to public traffic. To the greatest extent possible, all traffic shall be permitted to pass through the work area. Contractor shall furnish, erect, and maintain enough warning and directional signs, safety cones, sign boards, barricades, and lights, and furnish sufficient flaggers to give adequate warning to the public at all times that the road or street is under construction, as prescribed by the Department of Transportation.

Labor Nondiscrimination

The awarded Contractor shall comply with the requirements of the State of California’s Standard Specification Code Section 7-1.01A(4) “Labor Nondiscrimination” under this contract.

EXHIBITS/ATTACHMENTS:

ATTACHMENT I – BID RESPONSE PACKAGE

EXHIBIT A – SCOPE OF SERVICES/RATE SHEETS

ATTACHMENT II – SAMPLE OF AGREEMENT

ATTACHMENT I – BID RESPONSE PACKAGE

BID SUBMITTALS

Contractors must complete each Scope of Services/Rate Sheet form in its entirety to be considered for each type of work you are bidding on. With multiple services being offered and the City will be accepting multiple Contractors for each specific service, a Contractor may submit as many rate sheets as they are qualified and interested in performing for the City.

Submitted bid shall contain the following:

- CONTRACTOR INFORMATION**: name, address, year established, former names (if applicable), applicable licenses, contacts and signatures of principals of company.
- WORK EXPERIENCE/REFERENCES**: 3 references for work or services that have been completed by your company in the last three years within the Bay Area or San Joaquin Valley. Work experience shall be submitted for each category, if submitting multiple rate sheets.
- SCOPE OF SERVICES/RATE SHEET (EXHIBIT A)**: a completed section for each of the scope of services for which the contractor is bidding including name, signature, and billable items within the rate sheet. Note: This invitation attempts to use proper trade names for each service. Bidding contractors are required to add, delete, or correct in “**Labor**” and “**Equipment**” category tables. If applicable Contractor may supply their own customized rate sheet, which will be attached to existing scope of services.
- ADDITIONAL INFO**: Any additional information deemed necessary or relevant by your company to assist the City in the selection process including any special project provisions or specifications that the contractor brings to the bid process.

IMPORTANT NOTICE: If contractor or other interested person is a corporation, give legal name of corporation, state where incorporated, and names of the president and secretary thereof; if a partnership, give name of the company, also names of individuals co-partners composing company; if contractor or other interested person is an individual, give first and last names in full.

CONTRACTOR INFORMATION
(Required)

CONTRACTOR: (Company Name)		Year Est.:
BUSINESS ADDRESS:		
WEBSITE:		
DIR REGISTRATION NUMBER:	*DIR # must match the Company Named mentioned above	
APPLICABLE LICENSE(S) #:		
SUBMITTED BY:	Name: Title:	
TELEPHONE:	Office: Cell:	
EMAIL:	Email: Email:	

SIGNATURE: _____ DATE: _____

TITLE: _____

SIGNATURE: _____ DATE: _____

TITLE: _____

I declare under penalty of perjury that I have the authority to execute this bid and that the foregoing is true and correct.

WORK EXPERIENCE/REFERENCES

(Required)

Provide locations and contact information regarding three (3) projects or services that have been completed by your company in the last three (3) years within the Bay Area or San Joaquin Valley. Examples are to be of a similar type as the type of work you are bidding on and with a public agency. Please provide a list of references of (3) on a separate sheet of paper if different than the ones listed below.

PROJECT I

LOCATION AND FOR AGENCY PERFORMED:	
CONTACT PERSON AND PHONE NUMBER:	
YEAR PERFORMED:	
TYPE OF WORK PERFORMED:	
CONTRACT AMOUNT:	

PROJECT II

LOCATION AND FOR AGENCY PERFORMED:	
CONTACT PERSON AND PHONE NUMBER:	
YEAR PERFORMED:	
TYPE OF WORK PERFORMED:	
CONTRACT AMOUNT:	

PROJECT III

LOCATION AND FOR AGENCY PERFORMED:	
CONTACT PERSON AND PHONE NUMBER:	
YEAR PERFORMED:	
TYPE OF WORK PERFORMED:	
CONTRACT AMOUNT:	

Contractor Name: _____

Signature: _____

EXHIBIT A FY 2024/25 – RATE SHEET

ENVIRONMENTAL SERVICES TESTING AND REPAIRS “UNDERGROUND & ABOVE GROUND STORAGE TANK REPAIRS, UPGRADES, TESTING & TRAINING”

SCOPE OF SERVICES

The City is requesting an experienced licensed contractor to perform as needed repairs and/or regulatory upgrades and testing on existing underground (UST) and above ground storage tanks (AST). As well as needed Designated Operator Training. This work would be performed at the City’s two (2) UST locations (the Operations Services Center and the Police Department), and at other City locations with City ASTs. Types of repairs and upgrades include all components of the tank, piping, electronic monitoring system, fueling system, and spill buckets. Testing may include all required regulatory testing:

- Monitoring System Certification (UST)
- Spill Container (bucket) test
- Overfill Protection Method
- SB989 (Secondary Containment)
- Annual Vapor Test
- ST-38 (AST Static Pressure Test)
- AST Monitoring System Certification

All Contractors’ employees shall comply with all Federal, State, and local laws and regulations governing the installation and testing of electrical equipment. All contractors shall comply with OSHA requirements regarding the proper use of Lockout/Tagout procedures.

RATE SHEET

The cost quoted below shall include all taxes and all other charges, **including travel expenses**, and is the cost the City will pay for the term of any contract that is a result of this bid. For items below, assume all vehicles, tools, equipment, supervision, and overhead necessary, unless noted. Rates are to be on-site productive time only and are to include any clean-up and disposal costs due to work.

Bidder hereby certifies to City that all representations, certifications, and statements made by Bidder, as set forth in this Bid Form and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

Contractor may select to submit bids for only repairs, upgrades, and inspections under Contractor’s Hourly Labor Rates (below), Contractor’s Testing Rates, or both.

Contractor's Hourly Labor Rates (“Time and Materials”)

Position Description	Regular Time	Overtime	Emergency Callout
Technician	\$	\$	\$
Other:	\$	\$	\$
Other:	\$	\$	\$

**"UNDERGROUND & ABOVE GROUND STORAGE TANK REPAIRS,
UPGRADES, TESTING & TRAINING"
(continued)**

Please indicate if contractor can provide Designated Operator Training (charged under a Labor Rate Listed above): Yes No / If yes, under which position listed above: _____

Contractor Testing Rates (By Test) - Only provide bid for tests the contractor is qualified to conduct.

<u>Test Description</u>	<u>Rate</u>
Monitoring System Certification (UST)	
Spill Container (bucket) Test	
Overfill Protection Method	
SB989 (Secondary Containment)	
Annual Vapor Test	
ST-38 (AST Static Pressure Test)	
Monitoring System Certification (AST)	

Materials/Rentals	Example	% Mark-Up
*Materials	Invoicing must be demonstrated as a percentage. Example: Material \$1,000 + 10% (\$100) = \$1,100	%
*Outside Equipment (Rentals)	Invoicing must be demonstrated as a percentage. Example: Outside Equipment \$2,000 + 10% (\$200) = \$2,200	%
*Sub-Contractors	Invoicing must be demonstrated as a percentage. Example: Sub-Contractor Invoice for services \$10,000 + 10% (\$1,000) = \$11,000	%

***Special Notes: All receipts/invoices/price verification must be provided with these mark ups.
Mark Ups will remain the same for the term of the Agreement.
Rentals of Equipment must be pre-approved by City Project Manager.**

Contractor Name: _____

Signature: _____

EXHIBIT A FY 2024/25 – RATE SHEET

ENVIRONMENTAL SERVICES TESTING AND REPAIRS "BACKFLOW TESTING, REPAIRS & REPLACEMENT"

SCOPE OF SERVICES

The City owns approximately 300 backflow prevention assemblies. The contractor shall perform annual backflow prevention assembly testing, test reporting, repair work and replacement of City owned devices.

1. The contractor shall use the test procedures identified in the most current edition of the University of Southern California Foundation for Cross-Connection Control manual.
2. The contractor shall provide to the City of Pleasanton and Aqua Backflow current CA/NV AWWA Backflow Prevention Assembly General Tester certification or equivalent for all testers.
3. The contractor shall provide to the City of Pleasanton and Aqua Backflow annual test kit calibration documentation for all test kits used prior to annual expiration date. Test kits must be those currently approved by the University of Southern California Foundation for Cross-Connection Control.
4. The contractor shall provide to the City of Pleasanton and Aqua Backflow each year a copy of the vendor's current City of Pleasanton business license.
5. The contractor is responsible for the notification of staff within City facilities of water service interruption prior to annual testing, repair, or replacement of backflows.
6. The contractor is responsible for the notification of the City's Facilities Supervisor of the date that backflow prevention assemblies on fire protection lines will be tested, repaired, or replaced. Those backflow prevention assemblies equipped with tamper switches may only be tested, repaired, or replaced during normal business hours – Monday to Friday, 6:30 AM to 4:00PM, unless arrangements for alternative days and times are made prior to the work.
7. The contractor will be responsible for contacting the Utilities Division to arrange for an escort to accompany the tester to backflows prevention assemblies located in safety sensitive areas for annual testing, repairs, or replacement.
8. The contractor shall test all backflow prevention assemblies and have their test results submitted to Aqua Backflow prior to the backflow assemblies' annual test due date. All test results, Pass or Fail, are to be submitted to Aqua Backflow. Submission of the \$60.00 annual fee is not required.

"BACKFLOW TESTING, REPAIRS & REPLACEMENT" (continued)

9. All needed repairs such as the installation of repair kits, test clocks, cleaning/flushing of the backflow are expected to be completed at the time of the backflow's annual inspection and the retest conducted after the repair has been made. Factory repair parts only.

10. Major repairs or replacement of backflows will require the contractor to contact the Environmental Services Division via email or phone to seek approval prior to the repair or replacement. Only factory repair parts may be used. Larger devices will be handled on a case-by-case basis.

11. Replacement assemblies will be Febco LF825Y for 2.00" and smaller installations.

12. The contractor shall furnish all labor, materials, tools, equipment, supplies, vehicles, and supervision necessary to provide annual testing, repair and replacement of City owned backflow prevention assemblies.

RATE SHEET

The cost quoted below shall include all taxes and all other charges, including travel expenses, and is the cost the City will pay for the term of any contract that is a result of this bid.

Bidder hereby certifies to City that all representations, certifications, and statements made by Bidder, as set forth in this Bid Form and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

ANNUAL TESTING & INSPECTIONS OF BACKFLOW PREVENTION ASSEMBLIES

Backflow Assembly Size	Estimated Number to be Tested Annually	Unit Cost	Subtotal Per Size
.75	40	\$	\$
1.00	53	\$	\$
1.25	3	\$	\$
1.50	58	\$	\$
2.00	94	\$	\$
2.50	3	\$	\$
3.00	17	\$	\$
4.00	12	\$	\$
6.00	8	\$	\$
8.00	6	\$	\$
10.00	3	\$	\$
	Total - 297		
		Total by Year	\$

"BACKFLOW TESTING, REPAIRS & REPLACEMENT"
(continued)

Contractor's Labor Rates for Repairs (Hourly)

Position Description	Regular Time	Overtime	Emergency Callout
Foreperson	\$	\$	\$
Technician	\$	\$	\$
Apprentice/Laborer	\$	\$	\$
Other:	\$	\$	\$

Materials/Rentals	Example	% Mark-Up
*Materials	Invoicing must be demonstrated as a percentage. Example: Material \$1,000 + 10% (\$100) = \$1,100	%
*Outside Equipment (Rentals)	Invoicing must be demonstrated as a percentage. Example: Outside Equipment \$2,000 + 10% (\$200) = \$2,200	%
*Sub-Contractors	Invoicing must be demonstrated as a percentage. Example: Sub-Contractor Invoice for services \$10,000 + 10% (\$1,000) = \$11,000	%

***Special Notes: All receipts/invoices/price verification must be provided with these mark ups.
Mark Ups will remain the same for the term of the Agreement.
Rentals of Equipment must be pre-approved by City Project Manager.**

Contractor Name:

Signature: _____