



REQUEST FOR PROPOSAL

Vacuum Excavation (Potholing) Services

PROPOSALS DUE:

Monday, June 8, 2020, by 4:00 pm

Request for Proposal

Vista Irrigation District (“District”) will be accepting proposals from qualified contractors for as-needed vacuum excavation services within the District’s service area to support maintenance activities and capital improvement projects during the 2021 fiscal year with the option to extend the contract for an additional two (2), one-year terms. Over the last three fiscal years, the District’s average expense for vacuum excavation services has been approximately \$80,000.

BACKGROUND:

Vista Irrigation District was organized in September 1923. Its mission is to provide a safe and reliable supply of water to its customers. The District currently serves 28,700 accounts with a population of 137,000 people.

A five-member Board of Directors (“Board”) governs the District. The General Manager and administrative staff implement the policies approved by the Board of Directors and handle the District’s day-to-day operations.

The service area lies within the northwestern quadrant of San Diego County, encompassing approximately 21,200 acres in its service area. Historically, the District has received 30% of its water supply from Lake Henshaw, which, along with the surrounding 43,000-acre Warner Ranch is owned and operated by the District. The remaining 70% of the District’s supply comes from purchased water sources, including the Colorado River, desalinated seawater and the Sacramento River/San Joaquin River Delta in Northern California. These sources are conveyed to the District via aqueducts owned and operated by water wholesalers, the Metropolitan Water District of Southern California and the San Diego County Water Authority.

OBJECTIVES:

The District needs a qualified and experienced company to provide potholing and vacuum excavation services to support maintenance activities and capital improvement projects. Vista Irrigation District boundary includes the City of Vista as well as parts of the County of San Diego and the cities of San Marcos, Escondido and Oceanside.

SCOPE OF WORK:

Work performed shall include the vacuum excavation of underground infrastructure, which may be in conflict with the District’s mainline replacement or maintenance activities. These services would be required throughout the District’s service area (Attachment 5). Vacuum excavation of underground infrastructure would include, but not be limited to, the precise location and identification of water, recycled water, irrigation, gas, electric, sewer, storm drain, cable, telephone, and fiber optic.

Contractor shall be responsible for providing a fully functional vacuum excavation system with crew and shall be subject to perform/comply with the following tasks:

- a) Vacuum excavate leaks or pothole for underground utilities.
- b) If necessary, develop and submit traffic control plans.
- c) In necessary, provide required traffic control and signage.
- d) If necessary, secure all required excavation permits.
- e) Conduct a job-walk with District staff prior to the start of each project.
- f) Backfill all excavations with Class III around utility and remainder of fill with Class II compacted to 95% or as required by the local agency, city, or utility owner.
- g) Cold patch all excavations upon completion of work or as required by the local agency or city.
- h) Coordinate utility owner standby if required.
- i) Comply with California State Law Government Code section 4216.
- j) When potholing, clearly mark utility depth in street or stake in unpaved areas. Provide the District with documentation of each pothole such as: utility type, depth, diameter and material.

Contractor's personnel shall perform their work in a professional and courteous manner and in accordance with all applicable local, state and federal safety regulations.

Travel time to and from the work zone or District offices shall not be paid.

All permit fees incurred by the Contractor for the project shall be reimbursed by the District.

Contractor shall be expected to respond to requests for services within fifteen (15) business days where traffic control plans and permits are the responsibility of the Contractor. If traffic control plans and permits are established, the Contractor shall be expected to respond to requests for services within five (5) business days.

EVALUATION CRITERIA AND RESPONSE REQUESTED:

Proposals will be reviewed and evaluated based on a company's overall qualifications. Proposals should be concise and to the point to facilitate ease of evaluation. Contractor will be judged on the following criteria and not solely on the lowest fee. At a minimum, the proposal must include:

- a) References are required if your company has not previously contracted with the District in the past two (2) years. At least three (3) references (names and current phone numbers) from recent work (within the last three years) similar to this project's size and scope.
- b) Insurance coverage as described in Attachment 2 is mandatory. In particular, the endorsement referred to below must be produced before work can start:

The DISTRICT, its directors, officers, employees, and authorized volunteers are to be covered as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance using ISO endorsement CG2010, CG2037, or equivalent, or as a separate owner's policy.

- c) Ability to comply with prevailing wage requirements and state law mandated contract provisions as described in Attachments 3 and 4 respectively.

CONTRACTOR'S REGISTRATION: In accordance with California Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to (a) bid on or be listed

in a bid proposal, or (b) engage in the performance of this work, unless currently registered and qualified to perform the work pursuant to California Labor Code Section 1725.5.

COMPLIANCE MONITORING AND ENFORCEMENT: Contractor's performance of the work described in the Request for Proposal is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

SMALL PROJECT EXEMPTION: The small project exemption applies for all public works projects that do not exceed:

- \$25,000 for new construction, alteration, installation, demolition or repair
- \$15,000 for maintenance

Additional information regarding this exemption can be found at: <http://www.dir.ca.gov/Public-Works/PublicWorksSB854.html>

- d) Any Contractor awarded a contract by the District in excess of \$25,000 must file a payment bond with the District. Any Contractor awarded a contract by the District in excess of \$60,000 must file a payment and performance bond with the District.

PAYMENT BOND: The Bidder to whom the award is made shall be required at the time of the execution of the Agreement to furnish a Payment Bond. The Payment Bond shall provide that if the direct Contractor or a subcontractor fails to pay any of the following, the surety will pay the obligation and, if an action

is brought to enforce the liability on the bond, reasonable attorneys' fees, to be fixed by the court:

- 1) A person authorized under California Civil Code Section 9100 to assert a claim against a payment bond.
- 2) Amounts due under the California Unemployment Insurance Code with respect to work or labor performed pursuant to the public works contract.
- 3) Amounts required to be deducted, withheld, and paid over to the California Employment Development Department from the wages of employees of the contractor and subcontractors under Section 13020 of the Unemployment Insurance Code with respect to the work and labor.

This bond shall be secured from an admitted surety company, shall be submitted on the prescribed bond form, and the premiums thereon shall be paid by the successful Bidder. The Payment Bond shall remain in full force and effect through the guarantee period as specified in the General Provisions.

- e) Total overall costs: Fee Response Sheet (Attachment 1) with lump sum not-to-exceed price for providing the labor and materials described in this Request for Proposal. Price must be firm for sixty (60) days.

SELECTION PROCESS:

Vista Irrigation District will award the work to the contractor having the combination of price, qualifications, experience, and scheduling most advantageous to the District. The District reserves the right to reject any or all proposals and to waive irregularities in the proposals.

Submit your **sealed** written proposal **no later than 4:00 pm on Monday, June 8, 2020**, to Vista Irrigation District, 1391 Engineer Street, Vista, California 92081-8836; (Attn: Christina Moyer, Purchasing Agent). The District's office is currently closed as a precautionary measure due to the COVID-19 pandemic. To comply with the State's Executive Orders related to COVID-19, parties submitting proposals will not be able to attend the proposal opening (immediately following the deadline) in person. However, interested parties may participate in the proposal opening via teleconferencing line by calling (877) 873-8018; Pass Code 474698#. Please note that the teleconferencing line capacity is limited and phone or data charges from your carrier may apply.

Questions:

If you have any questions regarding the specifications and/or proposal submittal, please submit all questions in writing to VIDPurchasing@vidwater.org. Your cooperation is greatly appreciated.

Vista Irrigation District
RFP – Vacuum Excavation Services – FY2021

Attachments:

Number	Description
1.	Fee Response Sheet
2.	Vista Irrigation District Insurance Requirements
3.	Prevailing Wage Requirements
4.	State Law Mandated Contract Provisions
5.	VID Service Area Map

ATTACHMENT 1
FEE RESPONSE SHEET

Job Name: Vacuum Excavation Services – FY2021

Company Name: _____

Address: _____

Date: _____

Representative Name: _____

E-mail address: _____

DIR Number: _____

Service	Regular (7:00am-4:00pm)	Overtime	Weekend & Holidays	Hourly Minimum
Vacuum excavation system w/crew	\$ /hour	\$ /hour	\$ /hour	
Project Coordinator	\$ /hour	\$ /hour	\$ /hour	
Traffic Control (single)	\$ /hour	\$ /hour	\$ /hour	
Traffic Control (two person)	\$ /hour	\$ /hour	\$ /hour	

If additional rates apply, please include on additional sheet.

All hourly rates include the cost of utilization of Contactor-owned materials, supplies and equipment. Travel time to and from the work zone shall not be paid.

Normal business hours are from 7:00 a.m. to 4:00 p.m. Monday – Friday. Holiday rate shall be billed in accordance with the ten (10) legal Federal holidays.

Bidder proposes and agrees, if the proposal is accepted, that Bidder will execute a contract with the District in the form set forth in the Contract Documents and will accept in full payment thereof the following prices, given above.

Signature

Date

Please attach all supplemental documents to the Fee Response Sheet

ATTACHMENT 2
Vista Irrigation District Insurance Requirements

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

1. **General Liability: \$2,000,000 per occurrence** for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general and products-completed operations aggregate limit is used, either the general and products-completed operations aggregate limit shall apply separately to this project/location or the general and products-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per occurrence for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. At the option of the DISTRICT, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the DISTRICT, its officers, officials, employees and authorized volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the DISTRICT guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The DISTRICT, its directors, officers, employees, and authorized volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the

CONTRACTOR's insurance, using ISO endorsement CG2010, CG2037, or equivalent, or as a separate owner's policy.

2. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the DISTRICT, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the DISTRICT, its directors, officers, employees, or authorized volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute within.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by mail, has been given to the DISTRICT, except for non-payment of premium for which ten (10) days prior notice will be given. For purposes of this notice requirement, any adverse material change in the policy prior to its expiration shall be considered a cancellation. The CONTRACTOR shall, upon demand of the DISTRICT, deliver to the DISTRICT all such policy or policies of insurance and the receipts for payment of premiums thereon.

Acceptability of Insurers

NOTICE: To be acceptable, insurers must meet one of the following criteria:

A. Be an "admitted insurer" in the State of California for the classes of insurance required and, in accordance with the current A.M. Best Company Rating, have a policy holder's rating of "A-" or better and a financial rating of VII or better.

B. If not an "admitted insurer" in the State of California, for all of the classes of insurance required, have an agent for service of process in California and, in accordance with the current A.M. Best Company Rating, have a policy holder's rating of "A-" or better and a financial rating of VII or better.

Verification of Coverage

CONTRACTOR shall furnish the DISTRICT with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the standard ACORD insurance form or on another form approved by the DISTRICT, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

ATTACHMENT 3
PREVAILING WAGE REQUIREMENTS

- A. CONTRACTOR hereby expressly acknowledges and agrees that the DISTRICT has never previously affirmatively represented to CONTRACTOR, its employees or agents in writing or otherwise that the work to be covered under this Agreement is not a “public work,” as defined in Section 1720 of the California Labor Code. It is agreed by the parties that, in connection with the development, construction (as defined by applicable law) and operation of the project, including, without limitation, any public work (as defined by applicable law), if any, CONTRACTOR shall bear all risks of payment or non-payment of state and/or federal prevailing wages and/or the implementation of Chapter 804, Statutes of 2003 and/or Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. To the extent applicable, the DISTRICT will enforce all penalties required by law for CONTRACTOR’s failure to pay prevailing wages.
- B. Labor Code of California. The CONTRACTOR's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages); and Article 3 (Working Hours), thereof.
1. In accordance with Section 1773 of the Labor Code, the Board of Directors of the DISTRICT has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those contained in that certain document entitled PREVAILING WAGE SCALE, copies of which are maintained at the DISTRICT's principal office, and are available to any interested party on request. CONTRACTOR shall post a copy of said document at each job site.
 2. The CONTRACTOR is aware of and will comply with the provisions of Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said section. In accordance with Labor Code Section 1771.4, the CONTRACTOR shall furnish the records specified in Labor Code Section 1776 directly to the California Labor Commissioner at least monthly in a format prescribed by the Labor Commissioner.
 3. Pursuant to Labor Code Section 1810 it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.
 6. Pursuant to Labor Code Section 1813, it is stipulated hereby that the CONTRACTOR shall, as a penalty to the DISTRICT, forfeit \$25 for each worker employed in the execution of this Contract by the CONTRACTOR or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

5. The CONTRACTOR is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to Section 1777.5 it is hereby stipulated that the CONTRACTOR will be responsible for obtaining compliance therewith on the part of any and all subcontractors employed by CONTRACTOR in connection with this Contract.
6. Pursuant to Labor Code Section 1775, it is hereby stipulated that the CONTRACTOR shall, as a penalty to DISTRICT, forfeit not more than \$50 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for the work or craft in which the worker is employed for the work under the Contract by CONTRACTOR or by any subcontractor under the CONTRACTOR.
7. Pursuant to Labor Code Section 1771.4, the performance of the work is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, and the CONTRACTOR shall post job site notices as prescribed by regulation.

ATTACHMENT 4
STATE LAW MANDATED CONTRACT PROVISIONS

- A. Licenses. The CONTRACTOR shall be properly licensed and shall not employ a subcontractor who is debarred pursuant to California Labor Code Sections 1777.1 and 1777.7.
- B. Assignment of Rights. By entering into this Agreement, the CONTRACTOR offers and agrees to assign to the DISTRICT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time the DISTRICT tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.
- C. Trenches.
1. If the CONTRACTOR is required to dig a trench or other excavation that extends deeper than four (4) feet below the surface, CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the DISTRICT of the following:
 - a. Material that the CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the California Health and Safety Code, that are required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law;
 - b. Subsurface or latent physical conditions at the site differing from those indicated; and
 - c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the agreement.
 2. Upon notice, if the DISTRICT determines after an investigation that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the work, the DISTRICT may issue a change order to reflect the differing conditions.
 - a. For all Agreements involving an expenditure of \$25,000 or more where an excavation of any trench five (5) feet or more in depth is expected, the CONTRACTOR shall submit a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The project shall not proceed unless

the DISTRICT or a registered civil or structural engineer, employed by the DISTRICT, to whom authority to accept has been delegated, approves such plan.

D. Excavation Requirements.

1. CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the DISTRICT, in writing, of any:
 - a. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the California Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - b. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
 - c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.
2. The DISTRICT shall promptly investigate any aforementioned reported conditions and, if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the work, then the DISTRICT shall issue a change order under the procedures described in the Contract Documents to reflect the increase or decrease in cost.
3. In the event that a dispute arises between the DISTRICT and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided in the Contract Documents, but shall proceed with all work to be performed. The CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

E. Third Party Claims. Both the DISTRICT and CONTRACTOR shall timely notify the other party upon receipt of any third-party claim relating to the project.

F. Retention of Securities. The CONTRACTOR may substitute securities for any monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those monies to the CONTRACTOR. Upon satisfactory completion of the Contract, the securities shall be returned to the CONTRACTOR.

Alternatively, the CONTRACTOR may request and the DISTRICT shall make payment of retentions earned directly to the escrow agent at the expense of the CONTRACTOR. At the expense of the CONTRACTOR, the CONTRACTOR may direct the investment of the payments into securities and the CONTRACTOR shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the CONTRACTOR. Upon satisfactory completion of the Contract, the CONTRACTOR shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the DISTRICT, pursuant to the terms of Section 22300 of the California Public Contract Code.

Securities eligible for investment shall include those listed in Section 16430 of the California Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the CONTRACTOR and the DISTRICT. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

- G. Enforcement of Wage Laws. The statutory provisions for penalties for failure to pay prevailing wages, if applicable, and for failure to comply with all applicable wage and hour laws will be enforced by the DISTRICT.
- H. Relocation of Utilities. CONTRACTOR shall be compensated on the same basis and as it is being paid under this Agreement for the costs of locating, repairing damage not due to the failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the DISTRICT or the owner of the utility to provide for removal or relocation of such utility.

If the CONTRACTOR while performing the Contract discovers utility facilities not identified by THE DISTRICT in the Contract plans or specifications, it shall immediately notify THE DISTRICT and the owner of the utility in writing.

- I. Resolution of Payment Disputes. The DISTRICT's payment of any undisputed Contract amount to CONTRACTOR is contingent upon CONTRACTOR furnishing the DISTRICT with a release of all claims against the DISTRICT arising by virtue of this Contract related to those amounts.
- J. Child and Family Support. CONTRACTOR acknowledges the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California Family Code. CONTRACTOR further acknowledges that, to the best of its knowledge, CONTRACTOR has fully complied with the earnings assignment order of all employees and has provided the names of all new employees to the New Hire Registry maintained by the California Employment Development Department, regardless of what agency grants the funds.

- K. Interest on Progress Payment Requests. Pursuant to California Public Contract Code Section 20104.50, whenever the CONTRACTOR properly files a request for payment, and the validity of the claim is not disputed or has been settled or agreed upon, payment of the claim by the DISTRICT shall include interest at the legal rate set forth pursuant to Section 685.010 of the California Code of Civil Procedure if payment has not been made by the thirtieth (30th) day after the proper submission of the claim. If a request for payment has not been properly filed at an earlier date, then the request shall be deemed to be properly filed on the next business day after the CONTRACTOR provides written notification to the DISTRICT or Engineer that the CONTRACTOR accepts the final estimate as prepared by the DISTRICT.
- L. Workers' Compensation. CONTRACTOR acknowledges that in accordance with the provisions of Section 3700 of the California Labor Code, it will secure the payment of compensation to its employees, and by executing the Contract CONTRACTOR certifies as follows: "I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this contract".

ATTACHMENT 5
VISTA IRRIGATION DISTRICT SERVICE AREA MAP



Regional Location Map of the Vista Irrigation District