1. **INSTRUCTIONS AND CONDITIONS**

   A. No proposal will be considered for award unless submitted in the proposal format described in this Request for Proposal (RFP). The proposal must be fully complete and executed. Each response shall contain three (3) copies of the completed proposals which will include; two (2) bound and one (1) unbound copy with appropriate responses included.

   Format: Proposal should be 8 ½ x 11 inches, printed two-sided on recycled paper with removable bindings, bound in a single document and organized in sections.

   Each proposal must be submitted in a sealed envelope addressed to Alicia C. Keiser, Interim Procurement Services Manager, City of Madera, Purchasing-Central Supply, 1030 South Gateway Drive, Madera, California 93637, and delivered prior to the time and date specified in this document. Each sealed envelope containing a proposal must have, on the outside, the name of the proposer, proposer’s address and the statement “DO NOT OPEN UNTIL THE TIME OF PROPOSAL OPENING” and in addition, must be plainly marked on the outside as follows:

   **Proposal:** WELL 30 REHAB AND NEW PUMP  
   **RFP #:** 201920-14  
   **Filing Deadline:** Monday, June 15, 2020 - 3:00 P.M.

   B. Attention of proposers is especially directed to the specifications which, in addition to the proposal and these instructions, are basis for evaluation and will be part of any agreement with the successful proposer. Any deviations from the specifications in this notice shall be proper reason for rejection of all or any part of the proposal.

   C. The City of Madera recognizes its policy of providing equal opportunity to all qualified persons and reaffirms its commitment that there shall be no discrimination against qualified applicants or employees on the basis of race, gender, color, national origin, religion, age, disability, sexual orientation or marital status.
D. The City reserves the right to reject or accept any or all proposals or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.

E. The City reserves the right to consider any minor deviations from the specifications and determine the acceptance or rejection of such deviation. The City reserves the right to seek supplementary information from any proposer at any time after official proposal opening and before the award. Such information will be limited to clarification or amplification of information asked in the original proposal.

F. The City reserves the right to modify this Request for Proposal (RFP) at any time. In the event it becomes necessary to modify or revise the RFP, a written amendment or addenda issued by City’s Purchasing-Central Supply Division is the only method which should be relied on with respect to changes to the RFP. Proposer is responsible to contact City’s Purchasing-Central Supply Division prior to submitting a proposal to determine if any amendments were made to the RFP. Documents, amendments, addenda, etc. will be posted to the City’s Purchasing page at www.madera.gov/purchasing under Bid Announcement and Results.

Questions and suggestions concerning the RFP must be submitted in writing no later than 3:00 P.M. Monday, June 8, 2020. Written questions or inquiries should be e-mailed, mailed or faxed to:

Alicia C. Keiser
Interim Procurement Services Manager
City of Madera
Purchasing-Central Supply
1030 South Gateway Drive
Madera, CA 93637
akeiser@madera.gov

FAX: (559) 661-0760

No questions or inquiries should be directed to any individual(s) at the locations detailed in this document. All communications should be submitted in writing per the process described in this document.

Proposals will be evaluated by the City. If a proposal is found to be incomplete or not in compliance with the format required, it will not be considered for evaluation. During the evaluation process, the City may find it beneficial to request additional information.

G. Any proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the proposer, or his/her duly authorized representative, for the withdrawal of such proposal is filed with Purchasing-Central Supply. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal prior to the time and date set for the opening. After the expiration of the time and date for receipt of proposals, a proposal may not be withdrawn or altered.
H. Issuance of the RFP and receipt of proposals does not commit the City to award an agreement. The City reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this RFP. The City also reserves the right to apportion the award among more than one proposer.

I. An award will be made as soon as reasonably practical after the opening of Proposals. The award will be in the form of a City of Madera Purchase Order. Terms and Condition for City of Madera Purchase orders are available Purchasing page at www.madera.gov/purchasing.

J. An award under this RFP will not be based solely on the price. If an award is made, it will go to the proposer(s) with the best overall proposal who provides the Best Value to the City and its residents. The successful proposal will be competitively priced and provide for adequate service to meet the City’s needs.

K. Prior to beginning any work or delivering any equipment or material to be furnished under this proposal, the proposer shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5408. Should the proposer already have his license, please indicate the license number and expiration date below:

   City License No. _____________   Expiration Date ______________

A C-57 Contractors license is required for any rehab or changing of the performance of the well as well as any Federal or State of California License/Certification required to provide the services. A Certificate of Insurance in accordance with the Insurance Requirements for Contractors document included in this RFP as Attachment A will also be required.

L. Prevailing Wages

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). Contractor will be responsible for verifying compliance with all prevailing wage laws and regulations for all subcontractors.

1. As required by § 1770 and subsequent sections of the California Labor Code, the Contractor and all subcontractors shall pay no less than the prevailing rate of wages as determined by the Director of the California Department of Industrial Relations as applicable to the date of the Construction Agreement.

2. A contractor or subcontractor shall not be qualified to submit a proposal on, be listed in a proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to
Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a proposal that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work at the time the contract is awarded. Refer to DIR website, www.dir.ca.gov, to register and to find the correct wage rates and answers to questions related to prevailing wage requirements.

3. The Contractor and all subcontractors must submit to the Labor Commissioner of the DIR, on regular intervals (weekly, biweekly, or monthly), electronic certified payroll records as specified by SB 854. Payroll records shall contain all the information required pursuant to Labor Code Section 1776 and be signed under penalty of perjury.

4. The Contractor will post job site notices prescribed by DIR regulation.

M. Proposer’s Proprietary Information: All documents provided by the successful proposer shall become public record.

N. It is the City's policy to encourage the purchase of supplies, services and equipment from vendors located within the boundaries of the City. Local vendors are sellers, vendors, suppliers and contractors who maintain places of business located within the limits of the City and who have a current City of Madera business license. The local vendor outreach policy shall not apply to those Agreements where State or Federal law, or other laws or regulations preclude such a preference.

Contractors will, to the greatest extent feasible, attempt to incorporate local area businesses as subcontractors and suppliers. Contractors will, upon request, provide records showing the outreach efforts made to local businesses to demonstrate that they have made a reasonable effort to inform local businesses of the opportunity.

2. GENERAL INFORMATION

The City of Madera is requesting Proposals for an extensive rehabilitation and new pump equipment For Water Well No. 30. Proposal must follow guidelines and equipment needed. Proposal must include all costs including but not limited to labor, taxes, subtotal and grand total.

The information provided below is current data for this water well:

A. Standing water level 208’  
B. Pump Setting 380’  
C. Slot Size 0.06  
D. Perforation Type FF Louvers  
E. Perforations 430’-720’  
F. Well Size 16’’  
G. Well Depth 703’ of 720’  
H. Water Well 30 is located in Town and Country Park between S. Granada Drive and
Schnoor Ave. It is responsibility of Bidder to visit the site prior to submitting proposal to confirm local conditions, distances, etc.
The undersigned Bidder, having carefully examined the location of the hereinafter described work, plans and/or specifications therefor, hereby proposes to furnish, all, in strict accordance with said plans and/or specifications, the materials, labor and equipment necessary to complete the project for the prices set forth in the following bid items:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>DESCRIPTION OF WORK</th>
<th>UNIT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Lump Sum</td>
<td>Mobilization / Demobilization</td>
<td>Lump Sum</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Lump Sum</td>
<td>Mediator (if used)</td>
<td>Lump Sum</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>400 Feet</td>
<td>Discharge Pipe</td>
<td>$_____/Ft</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Lump Sum</td>
<td>Dewatering Tank / Filter</td>
<td>Lump Sum</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>102 Each 5 Feet Sections (290' of Perforations)</td>
<td>Steel Wire Brush Well with a 5 ft Wire Brush Tool from Static Water Level to Bottom</td>
<td>$_____/ Ea.</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>20 Feet</td>
<td>Airlift fill from bottom of well</td>
<td>$_____/Ft</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Well Rehabilitation Chemicals Specifically Calculated for Volume and Chemical Strength</td>
<td>Redi Clean Water Well Treatment or comparable Sulfamic/Phosphoric blend.</td>
<td>$ _____/ Unit of Chem</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>___ Hours</td>
<td>*Treme Chemicals (or similar process) into well and Swab into 290 Feet of Perforations</td>
<td>$_____/ Hr.</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>___ Hours</td>
<td>Air lift Acid out of Well in 2 feet sections with double swab surge block made to fit tight to the well I.D. to less than 5 PPM sand in each section and PH above 6.5.</td>
<td>$_____/Hr.</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>10.</td>
<td>20 Feet</td>
<td>Airlift fill from bottom of well</td>
<td>$_____/Ft</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>___ Hours</td>
<td>Swab in Chlorine 12.5% Solution throughout the well and let sit overnight</td>
<td>$_____/Hr.</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>8 Hours</td>
<td>Pump and Surge/Development with Test Pump with Record Keeping</td>
<td>$_____/Hr.</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>8 Hours</td>
<td>3 Step Test 90 Minutes Each Step, 180 Minute Constant Rate Test, 30 Minute Recovery with Test Pump with Records</td>
<td>$_____/Hr.</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>1 Each</td>
<td>Well Video within 48 hours of Pump Test</td>
<td>$_____/Ea.</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>Lump Sum</td>
<td>Air Lift debris from the bottom of the well</td>
<td>Lump Sum</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>1 Each</td>
<td>A Copy of the Well Rehabilitation Records</td>
<td>$_____/Ea.</td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>Lump Sum</td>
<td>Clean and Restore Site</td>
<td>Lump Sum</td>
<td></td>
</tr>
</tbody>
</table>

*Process must be approved by City prior to award.*
CITY OF MADERA
PROPOSAL AUTHORIZATION
WELL 30 REHAB AND NEW PUMP
RFP #201920-14

COMPANY NAME
_______________________________________________

STREET ADDRESS
_______________________________________________

CITY / STATE / ZIP
_______________________________________________

PHONE NUMBER
_______________________________________________

EMAIL
_______________________________________________

PERSON PREPARING PROPOSAL
_______________________________________________

POSITION
_______________________________________________

SIGNATURE
_______________________________________________

DATE
_______________________________________________

MADERA BUS. LIC. NO.
_______________________________________________

PUBLIC WORKS CONTRACTORS
REGISTRATION NUMBER
_______________________________________________
Attachment A

Insurance Requirements for Contractors

Without limiting Contractor’s indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

- **$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

- **$2,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

- **Worker’s Compensation** as required by the State of California and **$1,000,000 Employer’s Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, it’s officers, agents, employees, and volunteers.

Maintenance of Coverage

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Contractor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders’
Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best’s Key Rating Guide.

Waiver of Subrogation
All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)
Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting
Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

Notice of Cancellation
Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions
Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City’s Risk Manager.

Timely Notice of Claims
Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor’s performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance
Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.