

NOTICE INVITING BIDS

BID # 1546

Notice is hereby given that sealed proposals will be received by the City of Culver City, California, for furnishing the following:

CULVER CITY TRANSFER STATION AXLE SCALE SYSTEM REPLACEMENT AND PIT INDICATOR ENHANCEMENT

in strict accordance with the Specifications on file in the office of the CULVER CITY PURCHASING DIVISION, 4343 Duquesne Avenue, Culver City, California, 90232. Copies of specifications and proposal documents may be obtained from the City's website at www.culvercity.org/Services/BidNotices.aspx.

One original, one electronic, and three copies of the proposal must be submitted to the CITY CLERK in a sealed envelope at CITY HALL, 9770 Culver Boulevard, Culver City, California, 90232, not later than **3:00** p.m. on at which time they will be publicly opened in the Council Chambers on the first floor of City Hall. Facsimile proposals will not be accepted. Any bidder may withdraw his proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless made personally or by telephonic notification received prior to the closing date. Proposals may later be referred to the City Council for appropriate action. The City reserves the right to reject any or all proposals as the best interests of the City may dictate.

By: _____
Martin Cole, City Clerk

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REQUEST FOR PROPOSAL (RFP)

For

CULVER CITY TRANSFER STATION AXLE SCALE SYSTEM REPLACEMENT AND PIT INDICATOR ENHANCEMENT

BID #1546
City of Culver City

Public Works Department
May 2014

Mandatory Pre-Proposal Meeting: 10:00 AM at Transfer Station
Proposals Due: 3:00 PM

CULVER CITY TRANSFER STATION AXLE SCALE SYSTEM REPLACEMENT AND PIT INDICATOR ENHANCEMENT

BID #1546

I. REQUEST SUMMARY

The City of Culver City is seeking proposals from contractors to replace the existing axle scale system that weighs transfer trucks as they are being loaded with municipal solid waste and recycling materials at the Culver City Transfer Station located at 9255 Jefferson Boulevard. The City wishes to also enhance a pit signal indicator system that indicates when transfer trucks are in position and ready to be loaded and when the trucks are loaded and ready to depart.

II. INTRODUCTION

A. Community Profile

The City of Culver City is a charter city incorporated in 1917. The City is governed by a five-member City Council whose members are elected at large and operates under a Council/City Manager form of government.

Culver City is a full-service city located in the western area of Los Angeles County, generally situated north of Los Angeles International Airport, southeast of Santa Monica, south of Beverly Hills and southwest of West Hollywood. The City is approximately five square miles with a residential population of approximately 40,000.

B. Background

The City owns and operates a solid waste transfer station at 9255 Jefferson Boulevard (see Site Aerial Photo Fig. A). Solid Waste collected by City Sanitation Division trucks is transferred to tractor/trailer transfer trucks at the facility for ultimate disposal at area landfills. Roll-off service, green waste processing, recycled material handling and all other Sanitation Division functions are based at this facility.

The transfer station is a two-story reinforced concrete structure. Sanitation Division collection trucks dump their loads on the upper level tipping floor and a wheel loader pushes the material through an opening (pit) in the tipping floor into transfer trucks parked in the "slot" on the lower level (see Figs. B and C). There is a single slot with two pits in tandem. One pit is generally for trash and the other is for recycling. Transfer trucks are weighed as they are being loaded to assure they do not exceed legal weight. The current system consists of two loading pits with two tandem axle

scale pairs under each pit (see photo Fig D and Attachment 1). Weights are displayed on four remote displays visible to equipment operators on the upper tipping floor (see Fig. E). Vertical clearance from the transfer truck to the concrete structure above is an issue at the facility. Clearance from trailer to the ceiling is approximately 4.5" with the truck suspension lowered as much as possible (see photo Fig. E). Figures A through F are provided below.

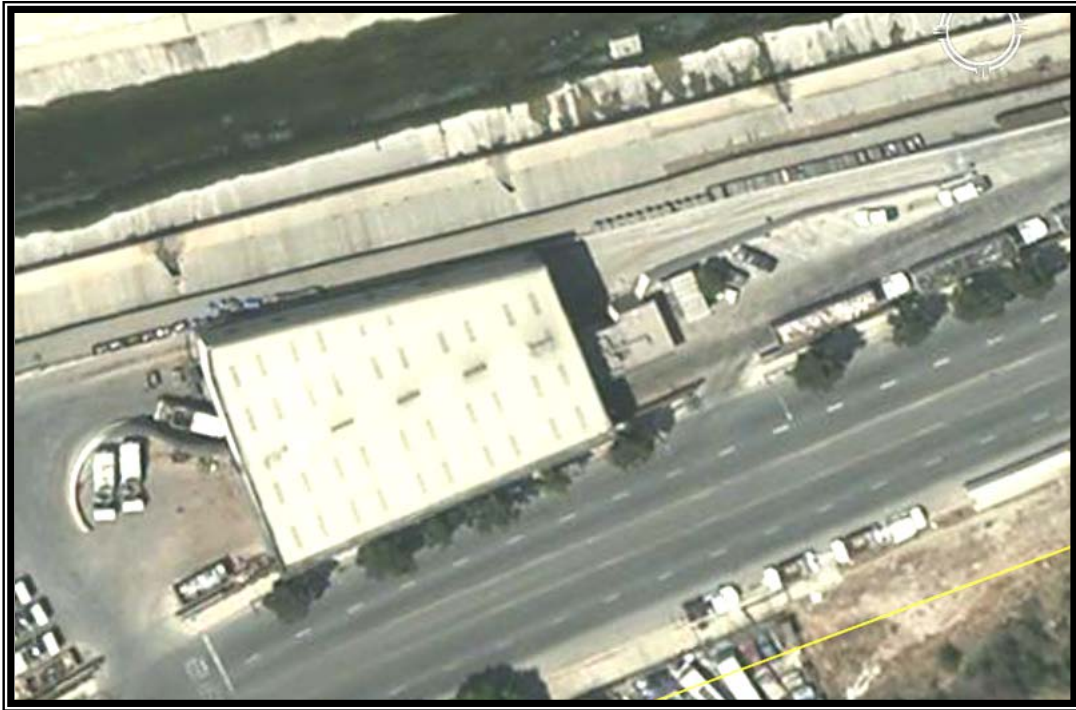


Fig. A – Site Aerial Photo

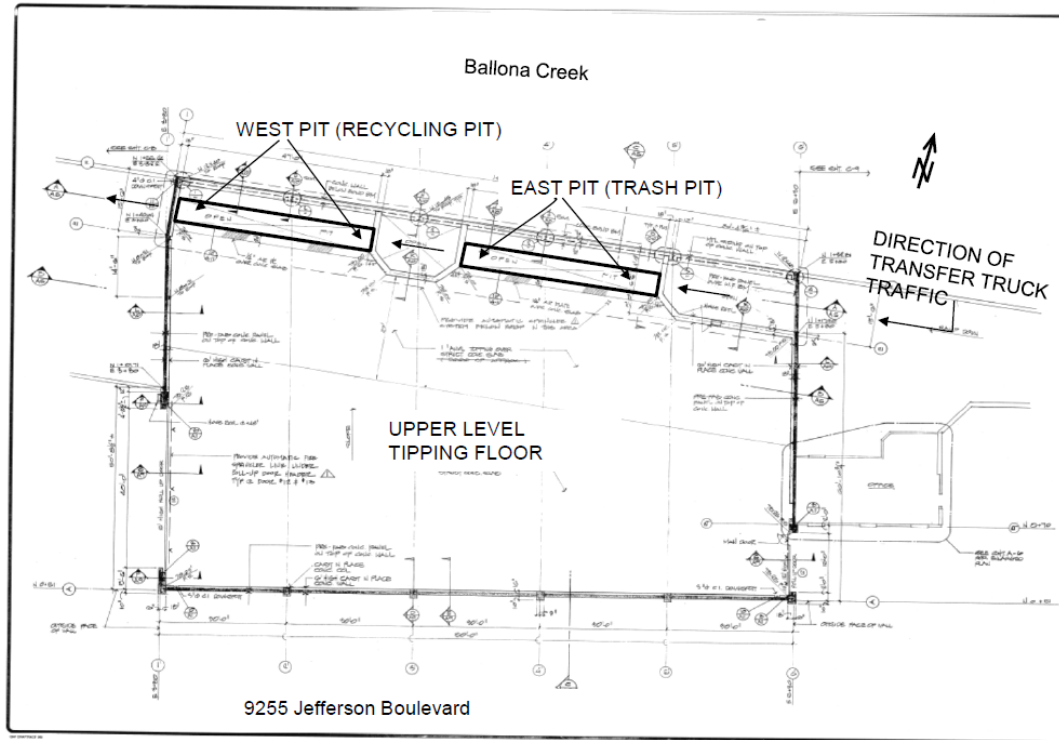


Fig B.- Tipping Floor and Pits

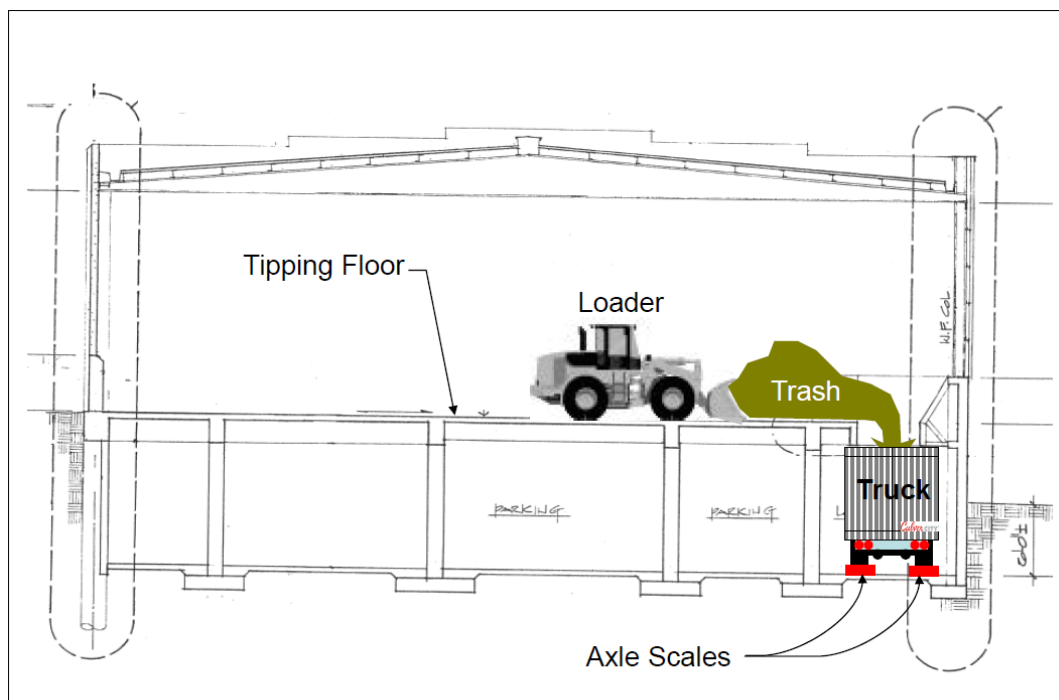


Fig C.- Transfer Operations



Fig D – Existing Axle Scales



Fig. E – Limited Clearance



Fig. F – Remote Displays

C Problem to be Resolved and Solution to Problem

Problem 1: The existing axle scale system is deteriorated and requires excessive maintenance. Calibration of the scales is difficult and confidence in weighing accuracy is low.

Solution: Replace existing scale system with a new scale system throughout.

Problem 2: The City plans to install a new scale software system and the existing system cannot be integrated into the new system due to a lack of physical connectivity.

Solution: Install conduits and data cable from the scale system to the transfer station office.

Problem 3: Transfer truck drivers and tipping floor staff cannot communicate. Staff must look into the pit to verify that a truck is in position and ready to be loaded. Conversely, transfer truck drivers and tipping floor staff must rely on yelling or honking to verify a truck is loaded and ready to depart. Background noise at the station makes this difficult. An existing signal system exists on the east pit, but is not used consistently due to its configuration.

Solution: Enhance existing pit indicator on the east pit and install a new indicator system on the west pit and include remote control of tipping floor switches by wheel loader operator.

D. General RFP Submittal Information

The City's designated staff will evaluate proposals received.

During the review process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from those that submit proposals, or allow corrections of errors or omissions. Any and all changes in the RFP will be made by written addendum, which shall be issued by the City to all prospective bidders who have been issued or obtained copies of the RFP from the City's website.

The City reserves the right to retain all proposals submitted. Submission of a proposal indicates the firm's acceptance of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the contractor selected.

The preparation of the RFP will be at the total expense of the Proposer. There is no expressed or implied obligation for the City to reimburse responding proposers for any expense incurred in the preparation of proposals in response to this request. All proposals submitted to the City shall become properties of the City and will not be returned.

The City reserves the right to reject any or all proposals, in whole or part, to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the City.

To be considered, proposers must send one original, one electronic, and three (3) hard copies of their proposal in a sealed envelope with the name of the company submitting the proposal and the title of "Culver City Transfer Station Axle Scale System Replacement" to:

**City of Culver City
City Clerk
9770 Culver Blvd.
Culver City, Ca. 90232**

For a complete list of the City's RFP submittal terms and conditions, legal statements, and insurance requirements, please refer to Attachments 6 and 7 attached hereto.

E. RFP Questions

Questions with regard to this RFP should be submitted by e-mail to Steven Finton, Senior Civil Engineer, at steven.finton@culvercity.org. All firms will receive responses to all questions and any other addenda that may be released via e-mail according to the schedule indicated below.

F. Schedule

The City reserves the right to make changes to the below schedule, but plans to adhere to the implementation of this bid process as follows:

RFP released:
Mandatory Pre-Proposal meeting:
Deadline for submitting questions:
Response to questions:
Proposals due:

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III. SCOPE OF SERVICES

- 3.1. **SCALE SYSTEM** Contractor shall remove the existing axle scale system completely and install a new axle scale system according to the following:
 - 3.1.1. **Demolition** - Remove and dispose of existing axle scales (8 each), junction boxes, indicator units, wires, cables, fixtures and conduit.
 - 3.1.2. **Remote Displays** - Protect existing remote displays in place or remove and relocate as needed.
 - 3.1.3. **Electrical Circuit** - Modify current electrical circuit to provide electrical power to the new scale system in compliance with code under a no-fee City electrical permit to be secured by the contractor. Presently, the scale system is receiving electrical power through electrical cords in conduit that are plugged into outlets on the north wall of the upper level. The contractor shall verify the scope of the electrical modification required.
 - 3.1.4. **Axle Scales** - Install all new axle scales, junction boxes, conduits, indicator units, wiring and cabling and reconnect to existing to existing remote displays. The components of the scale system shall conform to the following and as further specified in Attachments 1 through 4:
 - 3.1.4.a. Four (4) new axle scales shall be provided.
 - 3.1.4.b. Each of the four (4) scales shall have a clear and unobstructed weighing surface of not less than 10 feet long and 10 feet wide with remaining space between the scales

and the existing concrete curb filled flush as shown on Attachment 2 with a metal filler piece with provisions to prevent debris from falling below the surface of the scale.

- 3.1.4.c. **Alternative 1** - Each axle scale shall have two full-width ramps, minimum five (5) feet long and ten (10) feet wide minimum (one mounting ramp and one dismounting ramp for each scale). A total of eight (8) ramps shall be provided. (see Attachment 3)
- 3.1.4.d. **Alternative 2** – Spacer modules of the same profile as proposed scales shall be placed between axle scales to bridge from scale to scale. Spacer modules shall be of similar manufacture as the scales proposed. Two (2) ramps shall be provided minimum five (5) feet long and ten (10) feet wide minimum (one mounting ramp and one dismounting ramp). A total of two (2) ramps shall be provided. An access opening (min. 16"x16") shall be provided through the surface of the spacer module as needed to provide access to an existing floor drain. (see Attachment 4)
- 3.1.4.e. The scales, ramps and/or spacer modules shall not exceed 6" inches in height, measured from the top of the scale to the surface of the concrete floor. Profile milling as described below may be required, but may be omitted if the proposed scale system has a low enough profile to avoid extending higher than the existing scales.
- 3.1.4.f. All scales, ramps, and/or spacer modules installed shall be permanently sealed along all edges and joins including the join with the concrete slab to prevent dirt, trash, debris of any kind from entering any enclosed space.
- 3.1.4.g. Scales shall be affixed to the concrete floor such that both tandem axles of existing transfer vehicles will be fully on the weighing surfaces and centered on the scales when the truck is in the optimal loading position. The Contractor shall take measurements of transfer trucks used by the City to verify optimal scale placement.
- 3.1.4.h. The scales shall be fully electronic in design and shall not incorporate any mechanical weighing elements.
- 3.1.4.i. Load Cells shall have an Ingress Protection (IP) rating of IP66.
- 3.1.4.j. Electrical equipment enclosures (junction boxes or other enclosures) shall be NEMA 4 enclosures pursuant to National Electrical Manufacturers Association (NEMA) standards.

- 3.1.4.k. All load cells, junction boxes, indicator units and cables shall be non-proprietary components that can be replaced by components from multiple manufacturers.
 - 3.1.4.l. Cables and connectors shall be extremely heavy duty.
 - 3.1.4.m. Leveling feet, load cells and other hardware shall be stainless steel.
 - 3.1.4.n. Each scale shall be designed to perform as a single weighing platform and shall be of flat-top design.
 - 3.1.4.o. The scale shall be designed to accept vehicles that generate up to 60,000 pounds per tandem axle.
 - 3.1.4.p. The scale shall be designed to accept an average daily traffic volume of up to 50 vehicles per day, 365 days per year, for 20 years, assuming that 100% of the vehicles are fully loaded with the equivalent of 60,000 lbs. on their dual tandem axles. The proposer shall submit documentation with the proposal indicating the proposed scale system is capable of meeting this performance requirement.
 - 3.1.4.q. The scales shall be calibrated in a manner that meets or exceeds the requirements for Class III/IIIC scales as indicated in NIST Handbook 44.
 - 3.1.4.r. Scale shall be Cambridge Model 770-AW-1010-60K FULL Axle Weigher or approved equal.
- 3.1.5. **Profile Mill Concrete Slab** - Contractor shall profile mill the exiting concrete slab (if necessary) such that the surface of the proposed scales is at or below the elevation of the existing scales. Any profile milling shall be of consistent depth throughout and not more than 1" deep from existing slab surface and shall accommodate current drainage patterns. The milled surface shall be as smooth or nearly as smooth as the existing surface. Contractor shall capture all dust, debris and/or slurry related to the milling operation and dispose of legally off-site. No material of any kind shall enter the interior drainage system or drains leading to Ballona Creek. Profile milling may be omitted if the proposed scale system has a low enough profile to avoid extending higher than the existing scales.
- 3.1.6. **Data Connection** - Install data connection from the scale system to the Transfer Station Office such that the data from the scales is readily integrated into the existing scale system. This connection shall consist of conduit, pull elbows, termination boxes, etc. The communication cable shall be of the type required by the existing scale system and the future scale software (PCScale™). The conduit can be attached to the structure along soffits and must run

in the attic space between the upper and lower floors of the attached office structure.

- 3.2. **PIT INDICATOR SYSTEM** – Presently, only the east pit is equipped with a pit indicator system. The east pit indicator system will be upgraded by this project and a new pit indicator system will be installed on the west pit as shown on Attachment 5 and as described herein.

Each pit shall be equipped with a pit indicator system consisting of two each, two section (red and green) LED traffic signal indications, one displayed to the loader operator on the tipping floor and the other displayed to the transfer truck driver in the slot below.

Operation of the pit indicator system shall be as follows: As the transfer truck pulls into the slot, the slot indicators are green and the tipping floor indicators are red. When the truck is in position, the driver exits the truck and pushes the designated loading button which changes the slot indicator to red and the tipping floor indicator to green indicating to the loader operator that the truck is ready to be loaded. When the truck is full and the load is ready for transit, the loader operator activates a button on the tipping floor which changes the slot indicator to green and the tipping floor indicator to red.

The tipping floor push button shall be capable of being activated both manually and by remote control from the wheel loader loader cab. The remote control shall receive power from the wheel loader.

- 3.3. **PROJECT WORKING HOURS** – The Contractor may work from 4:00 P.M. until 4:00 A.M. on non-holiday weeknights only. At the end of each work shift, the slot shall be prepared to receive regular transfer truck traffic with no restrictions. City Building Safety permit inspections must be called by the contractor to occur during regular business hours of 9:00 A.M. to 3:00 P.M.
- 3.4. **PROJECT PHASING** – At least one pit shall have functioning scales (with functioning remote displays) at all times. The contractor shall start work on east pit scales first and complete that work through to completion before starting work on the west pit scales.

IV. PROPOSAL OUTLINE TO BE SUBMITTED

The proposal shall be organized and submitted with the following elements:

- A. *Cover page*
- B. *Table of contents*
- C. *Executive summary*

Provide a brief summary describing the proposer's ability to perform the work requested, a history of the proposer's background and experience providing services, the qualifications of the proposer's personnel to be assigned to this project, any subcontractor, sub consultants, and/or suppliers and a brief history of their background and experience, and any other information called for by this request for proposal which the proposer deems relevant, including restating any exceptions to this request for proposal. This summary should be brief and concise to apprise the reader of the basic services offered, experience and qualifications of the proposer, staff, subcontractors, and/or suppliers.

D. Questionnaire/Response to Scope of Services

Proposer shall provide responses and information to fully satisfy each item in the Questionnaire. Each question item should be presented before the proposer's response.

E. Attachments

V. QUESTIONNAIRE

A. Company and General Information

1. Company name and address.
2. Letter of transmittal signed by an individual authorized to bind the respondent, stating that the respondent has read and will comply with all terms and conditions of the RFP.
3. General information about the primary contact who would be able to answer questions about the proposal. Include name, title, telephone number and email address of the individual.

B. Qualifications and Experience of the Firm

1. Describe your firm's history and organizational structure. Include the size of the firm, location of offices, years in business, organizational chart, name(s) of owner(s) and principal parties, and number and position titles of staff.
2. What is the primary business of the parent company and/or affiliates?
3. Which office(s) of your organization will have primary responsibility for managing this account?
4. What is your firm's experience installing axle scales and scale systems?
5. Comment on other areas that may make your firm different from your competitors.

C. Not Used**D. Questions/Response to Scope of Services**

1. Describe the methods by which your firm will fulfill the services requested in the Scope of Services. Provide documentation, narrative, brochures, specifications, etc. as needed to describe your proposal and how the proposal meets the scope indicated herein.

E. Fees

1. Provide your fees for the proposed service. Fee quotes should be detailed by service. Fees shall be presented as three lump sums as follows:
 - a) Price and proposal for scale system installation ALTERNATIVE 1 (4 axle scales and eight ramps) including all items of work described in Part III Scope of Services, Section 3.1 excluding Section 3.1.4.d.
 - b) Price and proposal for scale system installation ALTERNATIVE 2 (4 axle scales, two ramps and spacer modules bridges) including all items of work described in Part III Scope of Services, Section 3.1 excluding Section 3.1.4.c.
 - c) Price and proposal for Pit Indicator System described in Part III Scope of Services, Section 3.2.
2. Outline billing and payment expectations, including timing and method of payment.
3. Describe any remaining fees not already detailed above.

G. References

List the name, address and telephone number of references from at least three (3) recent similar projects. Include a brief description of the work provided for each reference.

F. Implementation Schedule (if applicable)

Not applicable.

H. Certificate(s) of Insurance

The City will require the successful proposer to provide Certificates of Insurance evidencing required coverage types and the minimum limits. See Attachment 6 for more information on the City's insurance requirements.

VI. EVALUATION OF PROPOSALS

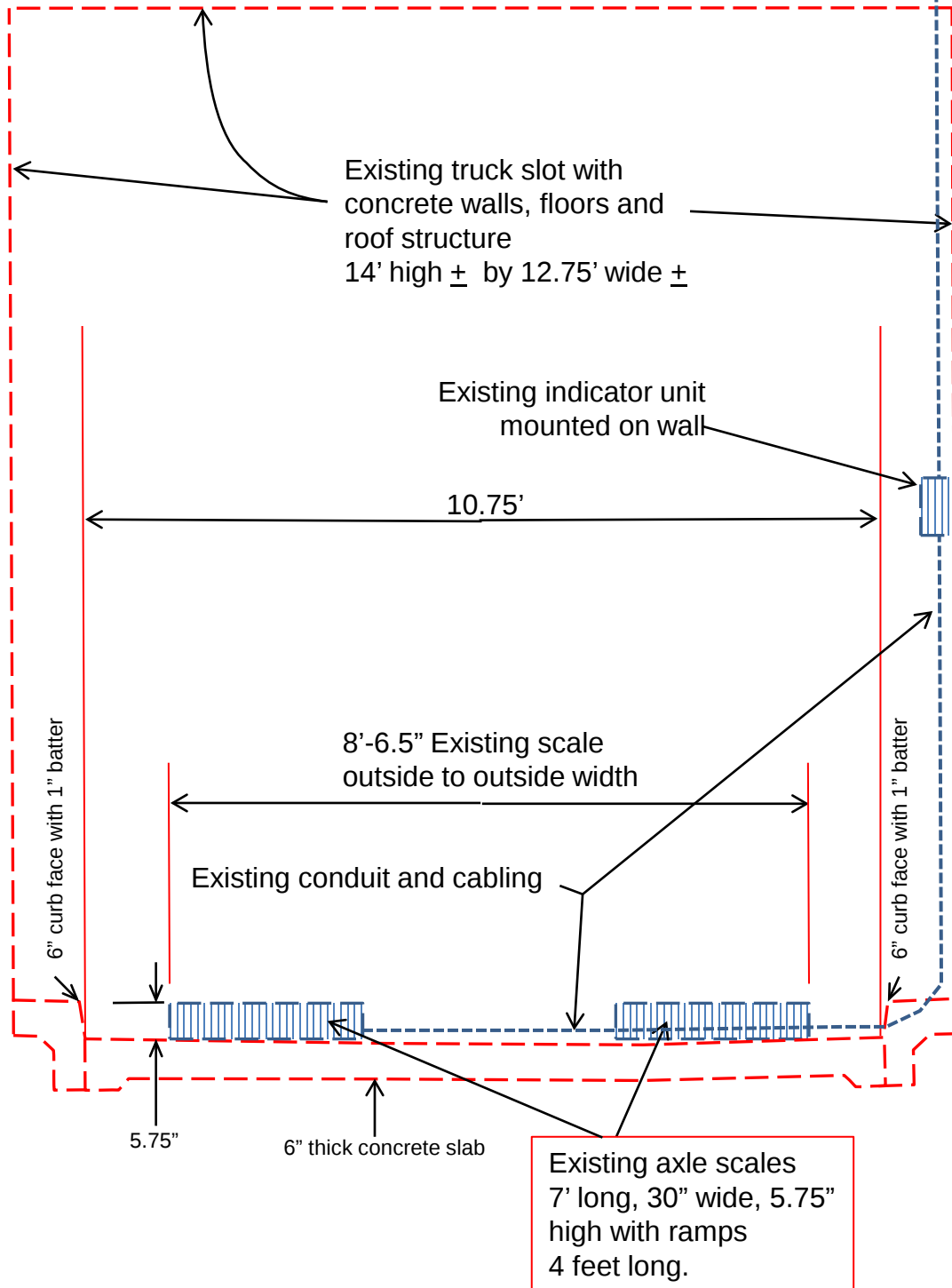
Proposals will be judged on the Proposer's ability to provide services that meet the requirements set forth in this document. The City reserves the right to make such

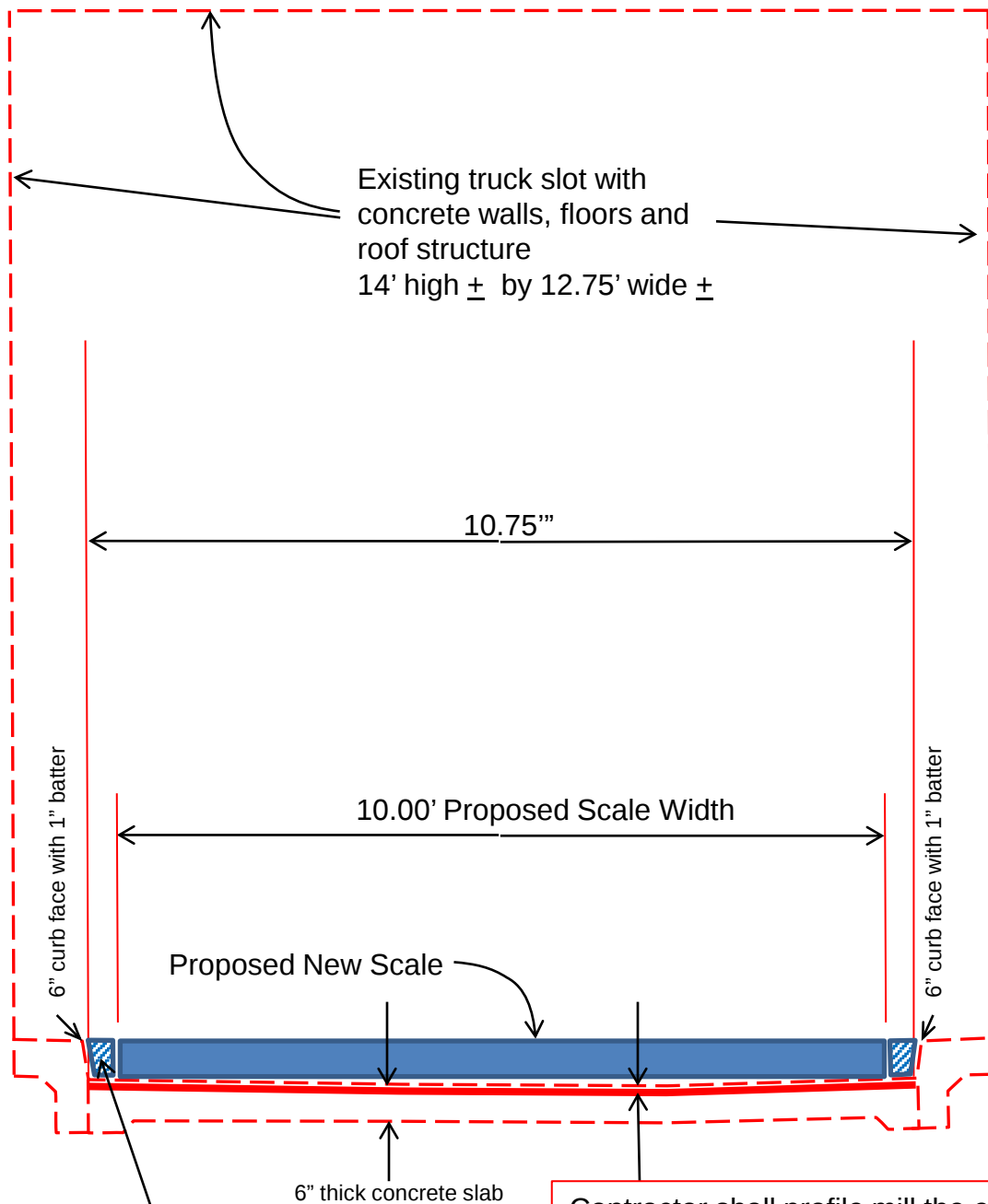
investigations as it deems necessary to determine the ability of the Proposer to provide services meeting a satisfactory level of performance in accordance with the City's requirements. Interviews and presentations by one, several, or all of the Proposers may be requested by evaluators if deemed necessary to fully understand and compare the Proposer's capabilities and qualifications. The adequacy, depth, and clarity of the proposal will influence, to a considerable degree, its evaluation.

ATTACHMENTS:

- Attachment 1 – Existing Axle Scales
- Attachment 2 – Proposed Axle Scales
- Attachment 3 – Proposed Axle Scales Alternative 1
- Attachment 4 – Proposed Axle Scales Alternative 2
- Attachment 5 – Proposed Pit Indicator System
- Attachment 6 – Supplemental Terms and Conditions, Legal Statements and insurance Requirements
- Attachment 7 – Sample Contract.

Conduit leads to electrical
service and remote displays
on upper lever





Contractor shall propose method to infill remaining space between new scale and existing concrete curbs on both sides.

Contractor shall profile mill the existing concrete slab as needed to maintain vertical clearance for trucks with the new scales in place. The maximum profile mill depth allowed shall be 1".

Edge of Building

Existing Scales
(Typ. 4 locations)

Proposed Scale (S) 10'x10'x6"H
and 2 ea. 10'Wx5'L Ramps (R)
(Typ. 4 locations)

Centerline of existing
and proposed axle scales.
Contractor shall verify that the
proposed scales are located in the
optimal location to facilitate
transfer truck loading

39.25'±

34.67'±

33.17'±

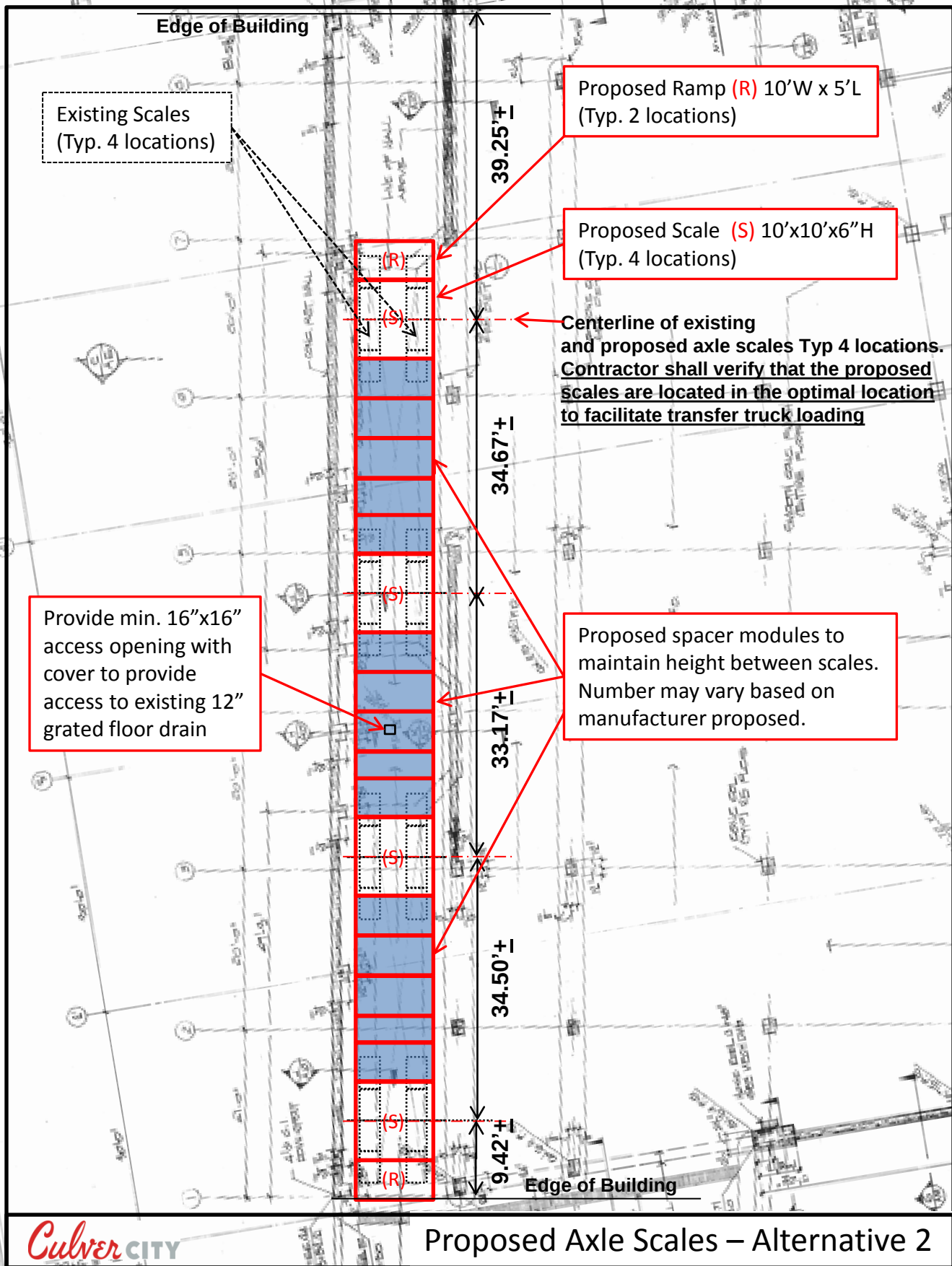
34.50'±

9.42'±

Edge of Building

Culver CITY

Proposed Axle Scales – Alternative 1



Existing 8" red and green indicator lights mounted to downstairs wall. Install new 8" LED Indicator Lights

Existing 8" red and green indicator lights above loading pits. Install new 8" LED Indicator Lights for Trash

Install new 8" red and green LED indicator lights and mounting fixture above loading pits displayed to tipping floor.

Install new 8" red and green LED indicator lights and mounting fixture on exterior side of column on lower level

Remove existing push button and install new push button capable of manual actuation and **remote actuation** from wireless remote in the tractor loader cab

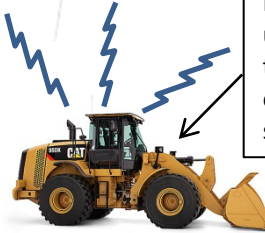
Existing push button. Protect in place

Provide Remote control unit in tractor loader that can activate either of the two remote switches individually

Install new heavy-duty push button on interior side of column on lower level

install new heavy duty push button capable of manual actuation and **remote actuation** from wireless remote in the tractor loader cab

Install metal conduits and conductors to operate push button/indicator system and to provide electrical power from available source (typ).



Attachment 6

SUPPLEMENTAL TERMS AND CONDITIONS, LEGAL STATEMENTS, and INSURANCE REQUIREMENTS

SUPPLEMENTAL TERMS AND CONDITIONS

- I. Submission of a bid shall be deemed a binding offer to enter into a contract with the City. Any proposed modifications to the agreement shall be signed by the successful bidder and returned, together with the certificate of insurance required pursuant to said Section of the Agreement within ten (10) days after the Notice of Award.
- II. All bidders shall be presumed to understand all of the terms, conditions and requirements of the agreement as stated in the specifications and to be thoroughly familiar with the project.
- III. The selected vendor shall be required to obtain all applicable Culver City permits and business licenses. The Business Licensing Division may be reached at (310) 253-5888. The cost of these items shall be included in the total bid price.
- IV. Any bid may be withdrawn prior to the bid opening time provided that the request is in writing and signed by the authorized representative. The withdrawal of a bid shall not prejudice the right of the bidder to file a new bid to the time and date set for the opening of bids. No bid received after the time fixed for the bid opening will be considered.
- V. Subsequent to the bid opening, a bidder shall be relieved of a bid due to mistakes only if the bidder can establish to the satisfaction of the City that all of the following circumstances exist:
 - a. A mistake was made;
 - b. The bidder gave the City written notice within five (5) days after the opening of the bids of the mistake; specifying in the notice, in detail, how the mistake occurred;
 - c. The mistake made the bid materially different than the bidder intended it to be;
 - d. The mistake was made filling out the bid and not due to error in judgment or to carelessness in reviewing the scope of service or specifications as stated in the RFP.
- VI. The City reserves the right to seek supplemental information from any bidder at any time between the dates of bid submission and the bid award. Such information will be limited to clarification or amplification of questions asked in the original bid. Any bidder may be subject to personal interview and inspection of their business premises prior to award.

- VII. The City reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of proposal or all items of proposal if deemed in the best interest of the City. In addition, the City reserves the right to do any, or all, of the following:
- a. Reject any or all proposals or make no award;
 - b. Issue subsequent RFP;
 - c. Cancel the RFP;
 - d. Remedy technical errors in the request for proposals;
 - e. Modify any requirements contained within the RFP and request revised submittals from Proposers determined to be within the competitive range;
 - f. Award a contract to one or more proposers;
 - g. Accept the written proposal as an offer, without negotiation and issue a notice to proceed, if applicable.
 - h. Accept the written proposal as an offer, and through negotiations, add or delete scope or modify elements of the proposal to meet the City's operational and/or budgetary needs, if necessary.
- VIII. The City reserves the right to contract with any of the firms responding to this RFP based solely upon its judgment of the qualifications and capabilities of that firm.
- IX. All materials submitted regarding this RFP become the property of the City. Responses may be reviewed by any person at proposal opening time and thereafter. The City has the right to use any or all collection ideas presented in reply to this request, subject to the limitations outlined in *Proprietary Information* below. Disqualification of a proposer does not eliminate this right.
- a. *Proprietary Information* – Any restrictions on the use of data contained within a proposal must be clearly stated in the proposal itself. Proprietary information submitted in response to this RFP will be handled in accordance with applicable City Procurement Regulations and the California Public Records Act.
- X. The City is not liable for any cost incurred by respondents prior to issuance of an agreement, contract, or purchase order.

LEGAL STATEMENTS

All bidders must meet the following contractual and legal requirements in order to enter into a contractual agreement with the City:

I. PROHIBITED INTERESTS

- a. Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for Contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for Contractor, any fee, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For violation of this warranty, the City shall have the right to annul this contract without liability;
- b. Contractor agrees that, for the term of this Contract no member, officer, or employee of the City, or of a local public body during his/her employment for one (1) year thereafter, shall have any interest, direct or indirect, in this contract, or to any benefit arising thereof ;
- c. The employment by Contractor of personnel on the City's payroll will not be permitted in the execution of this contract, even though such employment may be outside of the employee's regular working hours or on Saturdays, holidays, or vacation time; further, the employment by the Contractor of personnel who have been on the City's payroll within one (1) year prior to the date of contract award, where such employment is caused by and/or dependent upon Contractor securing this or related contract with the City, is also prohibited.

II. ANTI-LOBBYING PROVISION

- a. During the period between proposal / sealed bid submission date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City of Culver City City Council or City staff except in the course of City-Sponsored inquiries, briefings, interviews, or presentations, unless requested by the City;
- b. This provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP / Bid Evaluation process. Violation of this provision may result in rejection of the offeror's proposal.

- ### **III. NON-DISCRIMINATION REQUIREMENTS:**
- In addition to any other obligations set forth in the specifications, the Contractor shall not discriminate against any employee or applicant for employment because of sex, age, physical handicap, race, color, religion, ancestry, or national origin. Contractor shall take affirmative action to ensure that employees are treated during employment without regard to

their age, sex, physical handicap, race, color, religion, ancestry, or national origin. Such affirmative action shall include, but not be limited to, the advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in a conspicuous place available to all employees and applicants for employment notices setting forth the provisions of this fair employment practices paragraph.

- IV. **COMPLIANCE WITH LAW:** The Contractor shall familiarize itself with and perform the service required under this contract in conformity with requirements and standards of the City, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and services may be affected by service under this contract. The Contractor shall also comply with all Federal, OSHA, state, and local laws and ordinances applicable to any of the service involved in this Contract. The Contractor shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.
- V. **PROTECTION OF RESIDENT WORKERS:** Protection of Resident Workers: The City of Culver City actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.
- VI. **INDEMNITY:** To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole expense, with legal counsel approved by City) and hold harmless the City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees (hereinafter, "Indemnitees"), from and against all loss, damage, cost, expense, liability, claims, demands, suits, attorneys' fees and judgments arising directly or indirectly from, or in any manner connected to Contractor's agreement with the City. This indemnity and obligation to hold harmless shall apply regardless of whether or not City prepared, supplied, or approved plans or specifications or inspected any of the work or improvements installed or constructed pursuant to the contract

Notwithstanding the foregoing, nothing herein shall be construed to require Contractor to indemnify an Indemnatee from any claim arising from the sole negligence or willful misconduct of that Indemnatee.

INSURANCE REQUIREMENTS

All bidders must meet the following insurance requirements in order to enter into a contractual agreement with the City:

- I. Contractor shall submit duly executed certificates of insurance, with declarations page and endorsement list, which shall be provided to the City through the department administering the contract, and approved by the City Attorney, for the following:

- a. An occurrence based Comprehensive General Liability ("CGL") policy, at least as broad as ISO Form CG 0001, in the minimum amount of One Million Dollars (\$1,000,000) each occurrence, with not less than Two Million Dollars (\$2,000,000) in annual aggregate coverage.

The CGL Policy shall have the following requirements:

1. The policy shall provide coverage for personal injury, bodily injury, death, accident and property damage and advertising injury, as those terms are understood in the context of a CGL policy. The coverage shall not be excess or contributing with respect to City's self-insurance or any pooled risk arrangements;
 2. The policy shall provide \$1,000,000 combined single limit coverage for owned, hired and non-owned automobile liability;
 3. The policy shall include coverage for liability undertaken by contract covering, to the maximum extent permitted by law, Contractor's obligation to indemnify the Indemnitees as required under the Indemnity provisions of the Contract;
 4. The Policy shall not exclude coverage for Completed Operations Hazards; and
 5. **The City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees will be named as an additional insured** in an endorsement to the policy.
- b. Business Automobile Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000), providing coverage for use of mobile equipment (i.e. heavy mobile equipment or vehicles primarily for use in an off-road environment), to the extent that (1) such mobile equipment will be used within the City limits or on City business, and (2) coverage for mobile equipment is not otherwise covered by the CGL policy listed in subparagraph (a), above.
 - c. Workers' Compensation limits as required by the Labor Code of the State of California with Employers' Liability limits of One Million Dollars (\$1,000,000.00) per accident, if the Agreement will have Contractor employees working within the City limits.

- d. Professional/Negligent Acts, Errors and Omissions Insurance (where applicable) in the minimum amount of One Million Dollars (\$1,000,000) per claim, and shall include coverage for separate "personal injury" alleged to have been committed in the course of rendering professional services, unless such coverage is provided by the CGL policy listed above.
- II. WAIVER BY THE CITY: City may waive one or more of the coverages listed in Section I above. This waiver must be express and in writing, and will only be made upon a showing by the Contractor that its operations in and with respect to City are not such as to impose liability within the scope of that particular coverage.
- III. ADDITIONAL INSURANCE REQUIREMENTS:
 - a. All insurance listed in Paragraph A shall be issued by companies licensed to do business in the State of California, with a claims paying ability rating of "BBB" or better by S&P (and the equivalent by any other Rating Agency) and a rating of A:VII or better in the current Best's Insurance Reports;
 - b. Contractor shall provide City with at least thirty (30) days prior written notice of any modification, reduction or cancellation of any of the Policies required in Paragraph A, or a minimum of ten (10) days notice for cancellation due to non-payment;
 - c. City may increase the scope or dollar amount of coverage required under any of the policies described above, or may require different or additional coverages, upon prior written notice Contractor.
 - d. If your insurance carrier charges an additional fee, you must include that amount in your project costs.

CITY OF CULVER CITY
STANDARD FORM CONTRACT

WITH: CONTRACTOR NAME

FOR: CULVER CITY TRANSFER STATION AXLE SCALE SYSTEM REPLACEMENT
AND PIT INDICATORS ENHANCEMENT

THIS AGREEMENT is made and entered into by and between THE CITY OF CULVER CITY, a municipal corporation, hereinafter referred to as "City," and D&D REFRIGERATION, INC., a California corporation, hereinafter referred to as "Contractor."

1. CONTRACTOR'S SERVICES. Contractor agrees to perform, during the term of this Contract, the tasks, obligations, and services set forth in the "Scope of Service" attached to and incorporated into this Contract as Exhibit "A" ("Work").

2. PAYMENT FOR SERVICES. City shall pay for the services performed by Contractor pursuant to the terms of this Contract, the compensation set forth in the "Schedule of Compensation" attached to and incorporated into this Contract as Exhibit "B" ("Contract Price").

3. SITE. Contractor shall perform the Work at the Culver City Transfer Station Office Building, 9255 W. Jefferson Blvd., Culver City, CA 90232 ("Premises" or "Site"). The Project is the scope of Work performed at the Site.

4. RESERVED.

5. CONTRACT DOCUMENTS. The Contract Documents include only the following documents, as indicated:

☐ Instructions to Bidders	☒	Exhibit "A" ("Scope of Work")
☐ Bid Form and Proposal	☒	Exhibit "B" ("Schedule of Compensation")
☐ Bid Bond		
☐ Designated Subcontractors List	☒	Exhibit "C" ("Insurance Requirements")
☒ Notice to Proceed	☒	Insurance Certificates and Endorsements

6. RESERVED.

7. DESIGNATED REPRESENTATIVE(S). Dennis Huber shall be the designated Contractor Representative, and shall be responsible for job performance, negotiations, contractual matters, and coordination with the City. Contractor Representative shall actually perform, or provide immediate supervision of Contractor's performance of, the Scope of Service. Any change orders or contract documents that require signature shall be signed by an authorized officer of Contractor.

8. NOTICE TO PROCEED. City shall provide a Notice to Proceed to Contractor, at which time Contractor shall proceed with the Work. The Contractor shall not commence the Work under this Contract until the Contractor has submitted and the City has approved the insurance certificate(s) and the endorsements of insurance required herein, and the City has issued a Notice to Proceed.

9. SITE EXAMINATION. Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

10. EQUIPMENT AND LABOR. The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized City representative indicated in the Work specifications attached hereto.

11. SUBCONTRACTORS. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the City. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the City for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the City.

12. TERMINATION. If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the City, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, the City shall have the right to terminate this Contract effective immediately upon the City giving written notice thereof to the Contractor. City shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the

rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.

13. EFFECT OF TERMINATION. Upon termination as stated in Paragraph 12 of this Agreement, Contractor will be paid on a prorated basis for the work satisfactorily completed up to and including the date of termination of this Agreement, unless the termination is for cause, in which event Contractor need be compensated only to the extent required by law. Such payment will be subject to City's receipt of a close-out billing.

14. SAFETY AND SECURITY. Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the City the rules and regulations pertaining to safety and security.

15. CHANGE IN SCOPE OF WORK. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the City. Contractor specifically understands, acknowledges, and agrees that the City shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the City with all information requested to substantiate the cost of the change order and to inform the City whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

16. CORRECTION OF ERRORS. Contractor shall perform, at its own cost and expense and without reimbursement from the City, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.

17. CONTRACTOR SUPERVISION. Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship,

18. CLEAN UP. Debris resulting from the Work shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

19. ACCESS TO WORK. City representatives shall at all time have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

20. PROTECTION OF WORK AND PROPERTY. The Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from City, is permitted to act at his discretion to prevent such threatened loss or injury.

21. TIME IS OF THE ESSENCE. Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

22. OCCUPANCY. City reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work. City shall not operate Equipment installed under the Scope of Services until City Engineer accepts the work as complete.

23. FORCE MAJEUR CLAUSE. The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the City, provided that it is satisfactorily established that the non performance is not due to the fault or neglect of the Contractor.

24. INDEMNIFICATION / HOLD HARMLESS CLAUSE. To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole expense, with legal counsel approved by City) and hold harmless the City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees (hereinafter, "Indemnitees"), from and against all loss, damage, cost, expense, liability, claims, demands, suits, attorneys' fees and judgments arising from or in any manner connected to Contractor's or its employees or agent's acts, errors or omissions related to this Contract. This indemnification includes, but is not limited to, tort liability to a third person for bodily injury and property damage.

Notwithstanding the foregoing, nothing herein shall be construed to require Contractor to indemnify an Indemnatee from any claim arising from the sole negligence or willful misconduct of that Indemnatee.

The duty to defend referenced herein is wholly independent from the duty to indemnify, arises upon written notice by City to Contractor of a claim within the potential scope of this indemnification provision, and exists regardless of any determination of the ultimate liability of Contractor, City or any Indemnatee.

25. CONTRACTOR'S INSURANCE. Without limiting its obligations pursuant to Section 23 of this Contract, the Contractor shall procure and maintain, at Contractor's

own cost and expense and for the duration of this Contract, insurance coverage as set forth in "Insurance Requirements" attached to and incorporated into this Contract as Exhibit "C."

26. WARRANTY/QUALITY. Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located.

27. COMPLIANCE WITH LAWS. Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the City, in writing, and, at the sole option of the City, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the City. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the City of the violation, Contractor shall bear all costs arising therefrom.

28. DISPUTES. In the event of a dispute between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104, et seq., if applicable. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in Los Angeles County, having competent jurisdiction of the dispute.

All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by independent arbitration if mutually agreeable, otherwise by litigation.

i. Notice of the demand for arbitration of a dispute shall be filed in writing with the other party to the Contract.

ii. The demand for arbitration of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Contractor submission of the request for final payment.

29. RESERVED.

30. RESERVED.

31. INDEPENDENT CONTRACTOR STATUS. City and Contractor agree that Contractor, in performing the services herein specified, shall act as an independent

Contractor and shall have control of all work and the manner in which it is performed. Contractor shall be free to contract for similar service to be performed for other employers while under contract with City. Contractor is not an agent or employee of City, and is not entitled to participate in any pension plan, insurance, bonus, worker's compensation or similar benefits City provides for its employees. Contractor shall be responsible to pay and hold City harmless from any and all payroll and other taxes and interest thereon and penalties therefor which may become due as a result of services performed hereunder.

32. ASSIGNMENT. This Contract is for the specific services with Contractor as set forth herein. Any attempt by Contractor to assign the benefits or burdens of this Contract without written approval of City shall be prohibited and shall be null and void; except that Contractor may assign payments due under this Contract to a financial institution.

33. RECORDS AND INSPECTIONS. Contractor shall maintain full and accurate records with respect to all services and matters covered under this Contract. City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Contractor shall maintain an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours.

34. OWNERSHIP OF CONTRACTOR'S WORK PRODUCT. City shall be the owner of any and all computations, plans, correspondence and/or other pertinent data, information, documents and computer media, including disks and other materials gathered or prepared by Contractor in performance of this Contract, or at any earlier or later time when the same may be requested by City. Such work product shall be transmitted to City within ten (10) days after a written request therefor. Contractor may retain copies of such products. All written documents shall be provided to City in digital and in hard copy form.

35. NOTICES. All notices given or required to be given pursuant to this Contract shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:

To City: City of Culver City
 Attention: Charles D. Herbertson,
 Public Works Director / City Engineer
 9770 Culver Blvd.
 Culver City, CA 90232

To Contractor:

36. TAXPAYER IDENTIFICATION NUMBER. Contractor shall provide City with a complete Request for Taxpayer Identification Number ("TIN") and Certification, Form W-9, as issued by the Internal Revenue Service.

37. PERMITS AND LICENSES. Contractor, at its sole expense, shall obtain and maintain during the term of this Contract, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Contract including, but not limited to, a Culver City business tax certificate.

38. PURCHASES OF SUPPLIES AND MATERIALS WITHIN CULVER CITY. For work performed, Contractor agrees to seek bids for supplies and materials from businesses located within the City of Culver City, with the intent to make purchases from these businesses if such purchases can be made at competitive prices.

39. RIGHT TO UTILIZE OTHERS. City reserves the right to utilize others to perform work similar to the services provided hereunder.

40. MODIFICATION OF AGREEMENT. This Contract may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties hereto.

41. WAIVER. If at any time one party shall waive any term, provision or condition of this Contract, either before or after any breach thereof, no party shall thereafter be deemed to have consented to any future failure of full performance hereunder.

42. COVENANTS AND CONDITIONS. Each term and each provision of this Contract to be performed by Contractor shall be construed to be both a covenant and a condition.

43. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

44. INVALID TERM. If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

45. GOVERNING LAW. The terms of this Contract shall be interpreted according to the laws of the State of California. If litigation arises out of this Contract, then venue shall be in the Superior Court of Los Angeles County.

46. INTEGRATED AGREEMENT. This Contract represents the entire Contract between City and Contractor regarding the subject matter hereof, and all preliminary negotiations and agreements are deemed a part of this Contract. No verbal

agreement or implied covenant shall be held to vary the provisions of this Contract. This Contract shall bind and inure to the benefit of the parties to this Contract, and any subsequent successors and assigns.

47. NON-APPROPRIATION OF FUNDS. Payment due and payable to Contractor for current services is within the current budget and within an available, unexhausted and unencumbered appropriation of City. In the event City has not appropriated sufficient funds for payment of Contractor services beyond the current fiscal year, this Contract shall cover only those costs incurred up to the conclusion of the current fiscal year.

48. EFFECTIVE DATE. The effective date of this contract is the date it is signed on behalf of City. This Agreement shall remain in full force and effect until amended or terminated; provided, that the indemnification and hold harmless provisions shall survive the termination.

CONTRACTOR NAME

Dated: _____

By: _____

NAME

TITLE

Dated: _____

By: _____

NAME

TITLE

(Signatures continued on Page 9)

(Signatures continued from Page 8)

CITY OF CULVER CITY, CALIFORNIA

Dated: _____

By _____
John Nachbar
City Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Charles D. Herbertson
Public Works Director/
City Engineer

Carol A. Schwab
City Attorney