

MEETING DATE: 06/23/08

AGENDA ITEM: Authorization to Solicit Bids for the mandated Enhanced Vapor Recovery-Phase II Upgrades for Fueling Stations at the Transportation Facility, Police Department and Fire Station #1.

ATTACHMENTS

		<u>Pages</u>
1	Copy of the RFP	1-23

N O T I C E R E Q U E S T I N G P R O P O S A L S

BID # 1392

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

ENHANCED VAPOR RECOVERY (EVR) PHASE II UPGRADES AT THREE (3) CITY OF CULVER CITY FUELING FACILITIES

in strict accordance with the Specifications on file in the office of the CITY PURCHASING OFFICER, 4343 Duquesne Avenue, Culver City, California, 90232. Copies of specifications and proposal documents may be obtained from the PURCHASING OFFICE at that address, telephone number (310) 253-6550.

Original and three copies of the proposal must be filed with the CITY CLERK in CITY HALL, 9770 Culver Boulevard, Culver City, California, 90232, not later than **3:00 p.m. on Thursday, July 24, 2008**, 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: _____
Ela Valladares, Deputy City Clerk

Published in **The Culver City News** on **June 26, 2008**

General Instructions

SECTION I

Each proposal shall include the following components:

SECTION I	GENERAL INSTRUCTIONS / BID FORM
SECTION II	TECHNICAL SPECIFICATIONS
SECTION III	NON-COLLUSION AFFIDAVIT
SECTION IV	PAYMENT AND PERFORMANCE BONDS

The attached City forms shall be submitted as part of the bid. Each vendor may submit additional data in support of its bid. However, failure to include any one or more of the foregoing components will render the bid incomplete and the City reserves the right to reject such bids.

BID SUBMITTAL:

A complete submittal will consist of the **original** and **three (3) copies** of the bid documents. All submittals must be clearly marked with the **Bid #1392**, received, and time-stamped by the City Clerk at the address provided no later than **3:00 p.m. on Thursday, July 24, 2008** to:

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

Bids may be hand-delivered to the City Clerk prior to the scheduled proposal opening time. Late bids will not be accepted.

For Further Information Contact:

- Eric Mirzaian, Project Manager at (310) 253-6410
- Margarita Lee, Purchasing Officer at (310) 253-6552

COMPLIANCE WITH LAW

Contractor and its agents and employees shall be bound by and comply with all federal, state and local laws, ordinance, rules and regulations, and any and all other governing bodies having legal jurisdiction with respect to the area where such work is performed.

BUSINESS LICENSE AND PERMITS

The selected vendor shall be required to obtain all applicable Culver City permits and business licenses. The Business License Division may be reached at (310) 310-5888. The cost of these items shall be included in the total bid price.

IMPORTANT DATES:

- **Mandatory Job Walk: Thursday, July 10, 2008 at 10:00 am.**
- **Last Day to submit questions: Thursday, July 17, 2008 by 3:00 pm.**
- **Bid Opening: Thursday, July 24, 2008 at 3:00 pm.**

WORK AREA CLEANLINESS

The Contractor shall keep the work site as well as the routes to and from the disposal site clean at all times.

LICENSING OF CONTRACTORS

All Bidders and Subcontractors submitting bids shall be licensed in accordance with the provisions of the Business and Professions Code of the State of California pertaining to the licensing of contractors. The license shall be valid and active at the time of submitting a bid, and remain so throughout the duration of the Contract for the successful bidder and sub-bidders.

LIST OF SUBCONTRACTORS FILED WITH BID

In accordance with the provisions of the Public Contracts Code of the State of California relating to listing of subcontractors, each Bidder must submit with his bid the name and location of place of business of each proposed Subcontractor who will perform work or labor or render service to the Bidder for the construction of the project covered by the bid, in an amount in excess of one-half or one percent (0.5% of the Bidder's bid and shall state the portion of the work which will be done by each Subcontractor.

ASSIGNMENT OF CONTRACT RESTRICTED

No assignment by the Bidder of any contract to be entered into in accordance with Request for Proposals and these instructions or any part thereof, or of funds to be received thereunder, will be recognized by the City of Culver City unless such assignment has prior written approval of the City of Culver City and the surety on all bonds had notice of such assignment in writing and has consented thereto in writing.

In entering into the Contract or any Subcontract for the Project, the Contractor and Subcontractor offer and agree to assign to the City of Culver City all right, title and interest in and to all causes of action they 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 Business and Professions Code), arising from the Contract or any Subcontract. This assignment shall be deemed made and effective at the time the City of Culver City tenders final payment to the Contractor, without further acknowledgment by the parties.

SAFETY ORDERS AND SAFETY CONTROL

Contractor's Safety Responsibility

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), the California Occupational Safety and Health Act, and all other applicable Federal, State, County, and local laws. Ordinances, codes, the requirements set forth below, and any regulations that may be detailed in other parts of these Contract Documents. Where any of these are in conflict, the more stringent requirements shall be followed.

No provision of the Contract Documents shall act to make the City of Culver City, the City Engineer or any other party than the Contractor responsible for safety. The City Engineer shall not have authority for safety on the project. The Contractor shall indemnify, defend and hold harmless the City of Culver City, City Engineer, or other authorized representatives of the City of Culver City, from and against any and all actions, damages, fines, suits and losses arising from the Contractor's failure to meet all safety requirements and/or provide a safe work site.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the City Engineer and the City of Culver City. In addition, the Contractor must promptly report in writing to the City Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the Site, giving full details and statements of witnesses. The Contractor shall make all reports as are, or may be, required by authority having jurisdiction, and permit all safety inspections of the work being performed under this Contract.

If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the City Engineer, giving full details of the claim.

Safety Program

The Contractor shall establish, implement, and maintain a written injury prevention program as required by Labor Code Section 6401.7. Before beginning the work the Contractor shall prepare and submit to the City Engineer a Contractor Safety Program that provides for the implementation of all the Contractor's safety responsibilities in connection with the work at the site and the coordination of that program and its associated procedures and precautions with the safety programs, precautions and procedures of each of its subcontractors and other prime Contractors performing work at the site. The Contractor shall be solely responsible for initiating, maintaining, monitoring, coordinating, and supervising all safety programs, precautions and procedures in connection with the work and for coordinating its programs, precautions and procedures of the subcontractors and other prime contractors performing work at the site. The Safety Program should contain all the necessary elements for the Contractor to administer its program on site.

The Contractor's compliance with requirements for safety and/or the City Engineer's review of the Contractor's Safety Program shall not relieve or decrease the liability of the Contractor for safety. The City Engineer's review of the Contractor's Safety Program is only to determine if the above listed elements are included in the program.

Safety Supervisor

The Contractor shall appoint an employee as safety supervisor who is qualified and authorized to supervise and enforce compliance with the Safety Program. The Contractor shall notify the City Engineer in writing prior to the commencement of work of the name of the person who will act as the Contractor's safety supervisor and furnish the safety supervisor's resume to the City Engineer.

The Contractor, will, through and with his Safety Supervisor, ensure that all of its employees and its subcontractors of any tier fully comply with the Project Safety Policies. The Safety Supervisor shall be a full time employee of the Contractor whose responsibility shall be for supervising compliance with applicable safety requirements on the work site and for developing and implementing safety training

classes for all job personnel. The City of Culver City shall have the authority to request removal of the Contractor's Safety Supervisor if that representative is judged to be improperly or inadequately performing the duties; however, this authority shall not in any way affect the Contractor's sole responsibility for performing this work safely, nor shall it impose any obligation upon the City of Culver City to ensure the Contractor perform its work safely.

Safety and Protection

The Contractor shall take all necessary protection to prevent damage, injury and loss to:

- All employees on the Project, employees of all subcontractors, and other persons and organizations who may be affected thereby;
- All the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify City of Culver City of adjacent property and of underground facilities and utility City of Culver City when prosecution of the work may affect them and shall cooperate with them in the protection, removal, relocation and replacement of their property. All injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, supplier or any other person or organization part, by the Contractor, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and City of Culver City has issued a notice of final completion to the Contractor.

Safety Emergencies

In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the City Engineer, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the City Engineer prompt written notice if the Contractor believes that any significant changes in the work or variations from the Contract have been caused thereby. Contractor shall supply the City with an emergency contact individual that is available on a 24-hour, 7-days per week schedule.

Safety Violations

Should the Contractor fail to correct an unsafe condition, the City Engineer shall immediately notify the City of Culver City of the Contractor's failure to correct the unsafe condition. The City of Culver City shall then notify the Contractor through the City Engineer that the unsafe condition must be corrected or the work in question will be stopped until the condition is corrected to the satisfaction the City of Culver City. No extension of time or additional compensation will be granted as a result of any stop order so issued.

The City of Culver City shall have the authority to require the removal from the project of the foreman and/or superintendent in responsible charge of the work where safety violations occur.

Equipment Safety Provisions

The completed work shall include all necessary permanent safety devices, such as machinery guards and similar ordinary safety items, required by the State and Federal (OSHA) industrial authorities and applicable local and national codes. Further, any features of the work, including the City of Culver City-selected equipment subject to such safety regulations shall be fabricated, furnished, and installed in

compliance with these requirements. All equipment furnished shall be grounded and provided guards and protection as required by safety codes and where vapor-tight or explosion-proof electrical installation is required by safety codes, this shall be provided. Contractors and manufacturers of equipment shall be held responsible for compliance with the requirements included herein. The Contractor shall notify all equipment suppliers and subcontractors of the provisions of this paragraph.

On-Site Copies Required

The Contractor shall have at the work site copies or suitable extracts of: Construction Safety Orders and General Industrial Safety Orders issued by the State Division of Industrial Safety.

Compliance Required

Contractor shall comply with provision of these and all other applicable laws, ordinances, and regulations, including but not limited to the Occupational Safety and Health Act of 1970 and current amendments if any to which particular attention is directed.

INSURANCE PROVISIONS

Comprehensive General Liability Insurance (including product liability coverage when applicable): One million dollars (\$1,000,000) per occurrence.

Auto Liability Insurance in the amount of One million dollars (\$1,000,000) per occurrence, combined single limit.

Workers Compensation Insurance: As required by State of California statutes.

The City of Culver City to be named as an Additional Insured on the above-captioned insurance coverages as respect to the City's interest under this agreement. This is to be compiled with by presenting an appropriate insurance certificate to the City prior to execution of a contract; and by presenting to the City an endorsement of the policy signed by an officer of the insurance agency within thirty (30) days of the date of the bid award and prior to execution of this agreement. All policies of insurance shall provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy. Insurance policies to be in a form and written through companies acceptable to the City; and shall include endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

If your insurance carrier charges an additional fee, you must include that amount in your project costs.

DISQUALIFICATION AND REJECTION OF BIDS

The City of Culver City reserves the right to reject the bid of any bidder(s) who have previously failed to perform properly or satisfactorily, or complete on time, or in manner consistent with the bid documents, contracts of similar nature, or to reject the bid of a bidder who is not in a position to perform such contract satisfactorily. The City expressly reserves the right to award the contract to the bidder that best meets the requirements as set forth in the specifications.

BID GUARANTY

Bid Guaranty Enclosed With Bid

Each bid shall be presented under sealed cover and be accompanied by an approved form of Bid Guaranty such as a cashier's check, money order, certified check or cash, or surety bond in favor of the City of Culver City for an amount of at least ten percent (10%) of the amount of the bid as a guaranty that the Bidder will provide bonds and insurance, and enter into a contract with the City of Culver City for construction of the project. No bid shall be considered, unless such Bid Guaranty is enclosed.

In lieu of the foregoing, any bid may be accompanied by a surety bond in said amount, furnished by a surety authorized to do surety business in the State of California, guaranteeing that said bidder will enter into the contract and file the required bonds within the designated period.

City of Culver City to Enforce Bid Guaranty

If within the time frame specified in these specifications, the successful bidder fails or neglects to enter into the contract and file the required bonds, the City of Culver City may deposit in its treasury said bid security and not return it to the defaulting bidder.

BID GUARANTY RETURN

Upon execution of the contract with the successful bidder, the Bid Guaranties of all bidders will be returned by the City Clerk of the City of Culver City.

NONDISCRIMINATION AND AFFIRMATIVE ACTION

California Government Code Section 12940 provides that it shall be unlawful employment practice, unless based upon a bona fide occupational qualification, or except where based upon applicable security regulations established by the United States of the State of California, for an employer, because of the race, religious creed, color, national origin, ancestry, physical impairment, medical condition, marital status, or sex of any person to refuse to hire or employ the person or to refuse to select the person for a training program leading to employment, or to discriminate against such person in compensation or in terms, conditions, or privileges of employment.

Even if not legally bound by said Government Code Section 12940, Contractor agrees to comply therewith/

Violation of this provision shall be deemed materials default by Contractor giving the City of Culver City a right to terminate the Purchase Order.

Minority & Women-owned Business Enterprise(s) shall be given the opportunity to bid and to receive awards on the same basis as any other Contractor.

PRE-AWARD INSPECTION AND REVIEW

The City of Culver City, prior to recommendation of award of bid, may inspect each qualified bidders operation and physical plant. The City may inspect offices, equipment, vehicles and personnel, to verify and ensure that the Contractor has sufficient expertise, manpower and capital to perform the required specifications to the degree and manner to which it has been requested.

CONTRACT TERM AND EXTENSION OF TERM

The term of the contract shall be for a period of **120 calendar days** from receipt of the Notice To Commence Work unless both parties agree to extend it in writing. All work must be performed within a **120 calendar day** period or liquidated damages will be assessed (See the Liquidate Damages Section of Bid Form). Since these three facilities are actively engaged in regular work activities and special events, Contractor agrees to remain flexible in scheduling, and the manner in which the performance of their work is carried out to minimize disruptions during normal business hours and during special events. At no time will the performance of the Contractors work block or inhibit deployment of emergency vehicles located at Fire Station #1 and the Police Department and interfere with fueling of City vehicles at the Transportation Facility.

Selected contractor shall complete the project in its entirety and satisfy all regulatory agency mandates prior to the April 2009 deadline for EVR Phase II compliance.

NOTICE TO COMMENCE WORK

Upon receipt and acceptance by the City of Culver City of the executed contract, the required guaranty and insurance certificates, a Notice to Commence Work will be mailed to the Successful Bidder.

BID FORM

The undersigned, declares that the published request for proposals have been read and understood and proposes and agrees to furnish and deliver to the City of Culver City the items listed below in accordance with the specifications herein and that the following prices will be accepted as payment in full therefore, as follows:

ENHANCED VAPOR RECOVERY (EVR) PHASE II UPGRADES AT THREE (3) CITY OF CULVER CITY FUELING FACILITIES

Note to Bidders:

- 1) **A mandatory pre-bid conference by reservation** will be held for all contractors on **Thursday, July 10, 2008 at 10:00 a.m.** at the Culver City Transportation Facility located at 4343 Duquesne Avenue, Culver City, CA 90232.

Reservations Contact: Eric Mirzaian, Project Manager 310/ 253-6410

- 2) A City of Culver City **Business License** is required if awarded the bind. Please call (310) 253-5888 for further information.
- 3) Include a list of at least **five** Southern California clients whose projects your firm has completed in the past ten years that are of similar size and scope to this project, including their name, telephone number and address where the work was performed.
- 4) Include at the minimum a copy of your firm's California general contractor's license and hazardous substances removal license and all other applicable licenses for this project.
- 5) Awardee will be required to provide and maintain proof of insurance in the amount of \$1,000,000 as follows:
 - A) Comprehensive General Liability
 - B) Comprehensive Auto Liability
 - C) Workers' Compensation Liability

Insurance must list the City of Culver City as additional insured.

LIQUIDATED DAMAGES

- A. If the Contractor does not complete the work within a **120 calendar day** period of time, the City will sustain damages and it is therefore agreed that the Contractor will pay the City the sum of **\$765.00** for each day in **excess of 120 calendar** days from the date the Notice To Commence Work has been executed.
- B. Contractor will be granted an extension of time and will not be assessed with liquidated damages for any services beyond the time named in these specifications caused by any Force Majeure Event, provided that Contractor shall notify the City in accordance with the requirements in the Article entitled FORCE MAJEURE. The City shall ascertain the facts and extent of the delay, and its findings thereon shall be final and conclusive. The Contractor has the burden of proof that the delay was beyond its control.

Pricing:

Prices quoted include all labor, materials, any and all equipment used in the performance of the work, tax and applicable insurance. Bid price must remain in effect for 90 days from bid opening date. City reserves the right to accept all or part of this scope of work, as budget allows and to make additions/removals as necessary.

A. Fees for performing the furnishing and installation of the following:

ENHANCED VAPOR RECOVERY (EVR) PHASE II UPGRADES AT THREE (3) CITY OF CULVER CITY FUELING FACILITIES

1. Obtain Project Permitting (itemize):

	\$
	\$
	\$
	\$
	\$

2. Transportation Facility-4343 Duquesne Avenue

Total Cost of Equipment	\$
Total Cost of Construction	\$
Prepare Plans & Specifications	\$
AQMD Testing	\$
Sub Total	\$

3. Police Department-4040 Duquesne Avenue

Total Cost of Equipment	\$
Total Cost of Construction	\$
Prepare Plans & Specifications	\$
AQMD Testing	\$
Sub Total	\$

4. Fire Station No. 1-9600 Culver Boulevard

Total Cost of Equipment	\$
Total Cost of Construction	\$
Prepare Plans & Specifications	\$
AQMD Testing	\$
Sub Total	\$

TOTAL PROJECT: \$ _____

B. Hourly rate for any additional work that does not fall into the original scope of work as specified, but may be desired by the City as an addition to it:

\$ _____/hour

C. Parts and materials mark-up rate (i.e., cost plus 10%): _____%

Payment Schedule:

Contractor may, at their choosing, submit invoices for partial work completion at a frequency not to exceed once every 30 days after work begins. If this option is exercised, invoices will reflect a dollar amount that is equal to or less than the percentage of the work completed for the period they cover and are subject to verification by the City Engineer.

Discounts:

Discount for Payment of Invoice Within _____ Days _____ %
Terms less than 2% Net 10 days will not be accepted.

Federal Excise Tax:

The City is exempt from Federal Excise Tax.

It is agreed that if any option granted herein is exercised, the City shall notify the contractor during the life of the contract and at least thirty (30) days prior to the expiration of the contract.

By signature hereto: I acknowledge that the items to be furnished will comply fully with the attached specifications, except where specifically noted.

I understand that the City shall evaluate proposals in accordance with its Municipal Code, and that the City reserves the right to reject any and all proposals and to waive minor irregularities.

Dated This: _____ day of _____, Year _____

Signature: _____

Typewritten/printed Name: _____

Title: _____

Name of the Firm: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

SECTION II

REQUEST FOR PROPOSALS

ENHANCED VAPOR RECOVERY (EVR) PHASE II UPGRADES AT THREE (3) CITY OF CULVER CITY FUELING FACILITIES

SPECIFICATIONS

It is the intent of these specifications and provisions to secure for the City of Culver City the following services and equipment at the following City of Culver City fueling facilities:

Transportation Facility-4343 Duquesne Avenue

Police Department-4040 Duquesne Avenue

Fire Station No. 1-9600 Culver Boulevard

This project includes the installation of California Air Resources Board (CARB) approved Phase II EVR components. The Phase II EVR system the City desires for this project is the **Healy System Model 9961 Clean Air Separator** as specified in CARB Executive Order VR-201-E. This Executive Order should be referenced for details of the construction testing and related requirements.

TRANSPORTATION FACILITY

The subject facility consists of one (1) 8,000 gallon unleaded UST; two (2) 12,000 gallon diesel UST's; one (1) 500 gallon waste oil; two (2) gasoline dispenser with two hoses/nozzles (unleaded & diesel separate); and one (1) unleaded only dispenser (single hose) and has an annual output less than 600,000 gallons and thus is exempt from the In-Station Diagnostics EVR requirements.

The Scope of Work at this facility shall include but is not limited to:

1. Prepare detailed plans and specifications for the Phase II EVR upgrade
2. Prepare a health and safety plan
3. Secure and pay for all required regulatory permits, including but not limited to Los Angeles County Public Works Department, South Coast Air Quality Management District, and Culver City Fire Department
4. Provide and install temporary fence or other approved means to secure the construction area
5. Supply and install Healy vapor pump in existing Gilbarco/Gasboy dispenser with interface kit and associated hardware. Electrical connections for the pump will be via a wire harness mounted inside of the dispenser. No external electrical conduits or wiring will be required.
6. For the clean air separator, form and pour a 10" concrete pad with adequate number of steel concrete filled bollards at the perimeter of the concrete pad.
7. Supply, install and mount one (1) Healy Clean Air Separator tank (model 9961) on concrete pad and anchor per Healy's specifications. The air separator tank shall be located near the existing vent lines, with minimum setbacks of 10 feet from buildings and property lines.
8. Supply and install 1-inch diameter galvanized steel pipe from existing vent line on unleaded UST to the Clean Air Separator tank.
9. Supply and install Healy hanging hardware for dispenser (nozzles, breakaways, hoses, etc)
10. Supply and install a vapor shear valve under the dispenser in the existing vapor return line

11. Pass all regulatory inspections
12. Perform all AQMD required vapor recovery system testing
13. Dispose of construction debris
14. Leave the area clean and in a workman like manner when the work is completed
15. Startup the system and train City personnel on its operation

POLICE DEPARTMENT

The subject facility consists of one (1) 8,000 gallon diesel UST which is also connected to the generator that serves both the station and City Hall; and one (1) 12,000 gallon unleaded UST and has an annual output less than 600,000 gallons and thus is exempt from the In-Station Diagnostics EVR requirements.

The Scope of Work at this facility shall include but is not limited to:

1. Prepare detailed plans and specifications for the Phase II EVR upgrade
2. Prepare a health and safety plan
3. Secure and pay for all required regulatory permits, including but not limited to Los Angeles County Public Works Department, South Coast Air Quality Management District, and Culver City Fire Department.
4. Provide and install temporary fence or other approved means to secure the construction area
5. Supply and install Healy vapor pump in existing Gilbarco/Gasboy dispenser with interface kit and associated hardware. Electrical connections for the pump will be via a wire harness mounted inside of the dispenser. No external electrical conduits or wiring will be required.
6. For the clean air separator, form and pour a 10" concrete pad with adequate number of steel concreted filled bollards at the perimeter of the concrete pad
7. Supply, install and mount one (1) Healy Clean Air Separator tank (model 9961) on concrete pad and anchor per Healy's specifications. The air separator tank shall be located near the existing vent lines, with minimum setbacks of 10 feet from setbacks and property lines.
8. Supply and install 1-in diameter galvanized steel pipe from existing vent line on unleaded UST to the Clean Air Separator tank.
9. Supply and install Healy hanging hardware for dispenser (nozzles, breakaways, hoses, etc)
10. Supply and install a vapor shear valve under the dispenser in the existing vapor return line
11. Pass all regulatory inspections
12. Perform all AQMD required vapor recovery system testing
13. Dispose of construction debris
14. Leave the area clean and in a workman like manner when the work is completed
15. Startup the system and train City personnel on its operation

FIRE STATION NO. 1

The subject facility consists of one (1) 2,000 gallon unleaded UST; two (2) 2,000 gallon diesel UST's of which one is connected to the generator and the other was converted from an unleaded UST in 2005 and has an annual output less than 600,000 gallons and thus is exempt from the In-Station Diagnostics EVR requirements.

The existing Tolkheim dispenser/suction pump can not accommodate a retrofit Healy vapor pump, as there is not enough space inside of the dispenser. The existing dispenser will have to be replaced with a new dispenser. The existing dispenser is a dual product suction pump dispenser (gas & diesel). Thus, for this particular facility, the existing dual product dispenser will need to be replaced with a single product gasoline dispenser with a single hose to eliminate one diesel hose and leave one diesel hose for dispensing.

The Scope of Work at this facility shall include but is not limited to:

1. Prepare detailed plans and specifications for the Phase II EVR upgrade
2. Prepare a health and safety plan
3. Secure and pay for all required regulatory permits, including but not limited to Los Angeles County Public Works Department, South Coast Air Quality Management District and Culver City Fire Department
4. Provide and install temporary fence or other approved means to secure the construction area
5. Disconnect electrical service and product and vapor return piping from dispenser
6. Remove existing dispenser and dispose of same
7. Supply and install new single hose suction pump with Healy vapor pump factory installed on existing island. Reconnect the electrical service and the product and vapor return piping. Reuse existing product and vapor shear valves. Electrical connections for the new dispenser will be via the existing wiring and conduits. Electrical connections for the Healy pump will be via a wire harness mounted inside of the dispenser. No external electrical conduits or wiring will be required.
8. For the clean air separator, form and pour a 10" concrete pad with adequate number of steel concrete filled bollards at the perimeter of the slab
9. Supply, install and mount one (1) Healy Clean Air Separator tank (model 9961) on concrete pad and anchor per Healy's specifications. The air separator tank shall be located near the existing vent lines, with minimum setbacks of 10 feet from setbacks and property lines.
10. Supply and install 1-inch diameter galvanized steel pipe from existing vent line on unleaded UST to the Clean Air Separator tank
11. Supply and install Healy hanging hardware for dispenser (nozzles, breakaways, hoses, etc)
12. Supply and install a vapor shear valve under the dispenser in the existing vapor return line
13. Pass all regulatory inspections
14. Perform all AQMD required vapor recovery system testing
15. Dispose of construction debris
16. Leave the area clean and in a workman like manner when the work is completed
17. Startup the system and train City personnel on its operation

Any deviation from these written specifications shall be noted in the Exceptions Section of the Quote.

GENERAL SPECIFICATIONS

A. Use of Premises

The project sites are operational public safety and maintenance facilities. Contractor to understand public safety and maintenance facility operational activities prior to mobilizing to the Site. Construction activities cannot interfere with the use of premises. Limit use of premises to work in area indicated. Do not disturb portions of project site beyond areas in which the work is indicated. Keep driveways and entrances serving premises clear and available to City, City's staff and authorized persons at all times. Schedule deliveries to minimize use of driveways and entrances and to minimize space and time requirements for storage of materials and equipment on site. Work site to maintain all OSHA safety requirements. Contractor to coordinate site safety and logistics with City of Culver City personnel.

B. Traffic Control

The contractor shall furnish, install and maintain at his expense all barricades, signs, lights or other devices necessary to adequately warn of any obstructions to the traveled and pedestrian way and provide flagmen as necessary for the safety of public traffic and pedestrians and to provide access to property adjacent to the work.

The contractor shall comply with the State of California, Department of Transportation *Manual on Uniform Traffic Control Devices (MUTCD) 2003 Edition* and *MUTCD California Supplement* (MUTCD and CA Supplement) for all items related to traffic within the job site.

The fact that rain or other causes, either within or beyond the control of the contractor, may force suspension or delay of the work shall in no way relieve the contractor of his responsibility for maintaining traffic through the project and providing local access as specified herein. The contractor shall at all times keep on the job such materials, forces and equipment as may be necessary to keep roads, streets, and driveways within the project open to traffic and in good repair and shall expedite the passage of such traffic, using such forces and equipment as may be necessary.

The contractor shall be responsible for keeping the City Police and City Fire Department informed of obstructions to either public or private roads caused by reason of his operations. The contractor shall make provisions for the safe passage of pedestrians around the area of work at all times.

Full compensation for conforming to the requirements of this article shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefore.

C. Obstructions

There is the possible existence of underground gas mains, high voltage lines, telephone ducts, storm drains, water mains, and sanitary sewers, the location of which are not shown on the plans. Location of obstructions and costs of repairs or replacement in the event of damage by contractor shall be the contractor's responsibility.

D. Unfavorable Work Conditions

During unfavorable weather, or other unsuitable conditions, the contractor shall confine operations to work which will not be effected adversely thereby. No portions of the work shall be performed under conditions which would affect adversely the quality of efficiency thereof, unless special means or precautions are taken by the contractor to perform the work in a proper and satisfactory manner.

E. Safety Equipment

Contractor shall provide all necessary safety equipment, including but not limited to helmets, glasses, ear plugs, and to ensure that his crews use this safety equipment when working on the job. Contractor shall be held accountable for any infraction of safety equipment use.

F. Preservation of Property

All improvements consisting of fences, gates, landscaping, drainage ditches, sidewalks, irrigation systems, or other improvements which are injured, removed or destroyed by reasons of the contractor's operations shall be replaced in kind or restored to a condition as good as when the contractor entered upon the work, all at the contractor's expense. Full compensation for conforming to the provisions of this article, including removing and relocating fences, shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefore.

G. Housekeeping

Before acceptance of the work, the contractor shall clean the work site and all grounds occupied by him in connection with the work of all rubbish, excess materials, temporary structures, and equipment, and all parts of the work shall be left in a neat and presentable condition. Full compensation for cleaning up as herein specified shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made.

H. Guarantee

All material and equipment shall be guaranteed free from defects in material and workmanship for a minimum period of one (1) year from the City's acceptance of the installed system as a whole and the contractor's bid shall reflect this condition.

Should any equipment or material fail during this guarantee period, the contractor shall repair or replace it at no cost to the City for material and/or services, if such failure is, at the decision of the City, due to faulty workmanship or quality of material furnished.

I. Quality of Material

All equipment and materials used on this job shall be new and of the best quality. When specific trade names are used in connection with materials, they are mentioned as standards, but this implies no right on the part of the contractor to substitute other materials or methods without the permission of the City.

J. Printed Manuals

One set of printed manuals covering operation, maintenance and repair of all components furnished by the contractor shall be provided. Manuals shall include parts lists, wiring diagrams where applicable and complete procedures for trouble shooting and repairing the components.

EXCEPTIONS

**FIRE STATION #2, CULVER CITY, CALIFORNIA
REMOVE EXISTING USTs AND PROVIDE & INSTALL DIESEL AST AND
EMERGENCY GENERATOR**

SECTION III

Non-Collusion Affidavit To Be Executed By Each Awardee of a Bid

STATE OF CALIFORNIA

COUNTY OF _____

_____, being first duly
Sworn, deposes and says that he is:

(sole City of Culver City, partner, president, secretary, etc.)

of: _____

the party making the foregoing proposal; that such proposal is not made in the interest of or on behalf any undisclosed person, partnership, company, association, organization or corporation; that such proposer has not directly or indirectly colluded, conspired, connived or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that said proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the proposal price of said proposer or of any other proposer, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract, that all statements contained in such proposal are true; and , further, that said proposer has not, directly or indirectly, submitted his proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative hereto, or paid and will not pay any fee in connection there with to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said proposer in his general business.

Signed:

Subscribed and sworn before me

This _____ Day of _____

(Notary Seal)

Notary Public

SECTION IV

PAYMENT AND PERFORMANCE BONDS

If a contract is executed between your firm and the City of Culver City, Payment and Performance Bonds will be required as follows: This is provided for your information:

LABOR AND MATERIALS PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

WHEREAS, THE City of Culver City, County of Los Angeles, State of California, has awarded to:

Hereinafter designated as the Principal, a contract for:

ENHANCED VAPOR RECOVERY (EVR) PHASE II UPGRADES AT THREE (3) CITY OF CULVER CITY FUELING FACILITIES

In the City of Culver City, California, which contract is incorporated wherein by this reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract, providing that if said Principal or any of his or its Subcontractors shall fail to pay for any materials, provisions, equipment or supplies used in, upon or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to extent hereinafter set forth;

NOW, THEREFORE, WE, _____

as Principal and _____

as Surety, are held and firmly bound unto the City of Culver City, hereinafter called the Owner in the sum of: _____ Dollars (\$ _____)

lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, his or its heirs, executors, administrators, successors or assigns shall fail to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of an act of the Legislature of the State of California entitled, "An Act to secure the payment of claims or persons employed by Contractors upon public works, and the claim of persons who furnish materials, supplies, teams, implements or machinery used or consumed by such Contractors in the performance of such work, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919, as amended, and provided that the persons, companies or corporations so furnishing said materials, provisions or other supplies, appliances or power used in, upon, for or about the performance of the work contracted to be executed or performed,

or any person, company, or corporation renting or hiring implements, machinery or power for or contributing to said work to be done, or any person who performs work or labor upon the same, or any person who supplies both work or labor upon the same, or any person who supplies both work and material therefore, shall have complied with the provision of said Act, then said Surety will pay the same in or to an amount not exceeding the amount herein above set forth, and also will pay in case suit is brought upon this bond, such reasonable attorneys' fees, as shall be fixed by the court, awarded and taxed as in aforementioned Statute provided. This bond shall inure to the benefit of any and all persons, companies, and corporation entitled to the claims under said Act, so as to give a right of action to them or their assigns in any suit brought upon this bond.

FURTHER, the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or modification of the contract documents or of the work to be performed thereunder shall in any way affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or modifications of the contract documents or of work to be performed thereunder.

IN WITNESS WHEREOF , three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety herein named, on the day of _____, 2008. The name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Principal

By: _____

Surety

By: _____

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

WHEREAS, the City of Culver City, in the County of Los Angeles, State of California, has awarded to:

_____ herein designated as the Principal, a contract for the construction of

ENHANCED VAPOR RECOVERY (EVR) PHASE II UPGRADES AT THREE (3) CITY OF CULVER CITY FUELING FACILITIES

In the City of Culver City, California, which contract is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract;

NOW, THEREFORE, WE _____

_____ as Principal and

_____ as Surety,

Are held and firmly bound unto the City of Culver City, hereinafter called the Owner in the sum of:

_____ Dollars (\$_____)

lawful money of the United States of America for payment of which sum well and truly to be made we bind ourselves, our heir, executors, administrators and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that, if the hereby bound Principal, his or its heirs, executors, administrators, successors or assigns shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

FURTHER, the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the contract documents or of the work to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or modification of the contract documents or of work to be performed thereunder.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for purposes be deemed an original thereof, have been duly executed by the Principal and Surety herein named on the day of _____, 2008. The name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Principal

By: _____

Surety

LOS ANGELES COUNTY COMMUNITY BUSINESS ENTERPRISE (CBE) PROGRAM

FIRM / ORGANIZATION INFORMATION FORM

INSTRUCTIONS: All proposers/bidders responding to this solicitation must return this form for proper consideration of their proposal or bid. The information requested below is for statistical purposes only. On final analysis and consideration of award, a proposer/bidder will be selected without regard to gender, race, creed, or color. Categories listed below are based upon those described in 49 CFR § 23.5.

I. TYPE OF BUSINESS ENTITY: -----

(Non-profit, Corporation, Partnership, Joint Venture, Sole Proprietorship, etc.)

If you are a non-profit, please skip sections II through V and fill in the name of the firm and sign on page 2.

II. TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners):

III RACE/ETHNIC COMPOSITION OF FIRM: (Owners, Partners, Associate Partners, Managers, Staff, etc.)

Please break down the total number of employees in your firm into the following categories:

	OWNERS/PARTNERS/ ASSOCIATE PARTNERS		MANAGERS	STAFF
	Male	Female		
Black/African American				
Hispanic/Latin American				
Asian American				
American Indian/Alaskan Native				
Filipino American				
White				

IV. PERCENTAGE OF OWNERSHIP IN FIRM. Please indicate by percentage (%) how the ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian/ Alaskan Native	Filipino American	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

V. CERTIFICATION AS MINORITY, WOMEN DISADVANTAGED, & DISABLED VETERANS BUSINESS ENTERPRISE

Is your firm currently certified as a minority, women-owner, disadvantaged or disabled veterans business enterprise by a public agency? (If yes, complete the following and attach a copy of the notice of certification.)

	M	W	D	DV	
Agency _____	_____	_____	_____	_____	Expiration Date _____
Agency _____	_____	_____	_____	_____	Expiration Date _____
Agency _____	_____	_____	_____	_____	Expiration Date _____
Agency _____	_____	_____	_____	_____	Expiration Date _____
Agency _____	_____	_____	_____	_____	Expiration Date _____

LEGEND: M = Minority W = Women D = Disadvantaged DV= Disabled Veterans