



# CITY OF MERCED

## REQUEST FOR PROPOSALS (RFP)

### **Replacement of Diesel Fuel Dispensing Equipment at the City of Merced Corporation Yard**

The City of Merced Public Works Department is seeking a vendor(s) to supply, remove, and replace fuel dispensing equipment at the City of Merced Corporation Yard, 1776 Grogan Road, Merced, California.

The bidder is required to abide by all applicable provisions of the Labor Code, including payment of the minimum prevailing wage rate as determined by the State department of Industrial Relations (DIR). No contractor or subcontractor may be listed on a proposal or be awarded a contract for public work unless registered with the DIR pursuant to Labor Code. This project is subject to compliance monitoring and enforcement by the DIR.

You are hereby invited to submit a proposal based upon the requirements and conditions set forth in this RFP.

#### **Proposal Submission:**

Three (3) copies of the completed proposal must be submitted no later **than 2:00 p.m. on Monday, December 20, 2021**. Proposals may be submitted by U.S. Mail, or delivered in person to the City of Merced Public Works Department at the address below. Post marks will not be accepted.

City of Merced  
Attn: Wally Broughton  
1776 Grogan Ave  
Merced, California 95341

#### **Fee Proposal:**

One (1) copy of a separate fee proposal must be submitted in a separate, sealed envelope marked "Diesel Fuel Dispenser Replacement Proposal." All fee proposals should be itemized to include parts, labor, taxes, and costs associated with regulatory permits.

#### **Inquiries:**

Questions pertaining to this RFP should be directed in writing, no later than 72 hours prior to proposal submission to:

Wally Broughton, PW Manager - Operations, phone number (209)385-6944, [broughtonw@cityofmerced.org](mailto:broughtonw@cityofmerced.org).

## TABLE OF CONTENTS

Objective/ Scope of Services .....	3
Method of Compensation.....	3
Underground Storage Tank Systems Administrative and Technical Requirements.....	3
City Administrative Requirements .....	4
Proposal Content.....	5
Proposal Selection.....	6
Protest Process .....	6
Public Record.....	7
Withdrawal of Proposals.....	7

### ATTACHMENTS:

- A. Merced County UST Permit Application (web accessed 11/8/21)-  
<https://www.co.merced.ca.us/DocumentCenter/View/25328/UST-Permit-Application-122619?bidId=>
- B. Form of Agreement

### **OBJECTIVE/ SCOPE OF SERVICES**

The City desires the removal of six existing fuel dispensers located within the City of Merced Corporation Yard and installation of six new fuel dispensers. Removal of existing fuel dispensers shall include any preparatory work required for new dispensers. Installation shall include any miscellaneous supplies for mounting, wiring, and plumbing of each dispenser. The new dispensers shall have dual hoses with standard flow and mechanical displays. Following installation, a meter calibration for displays shall be performed for each dispenser. Communication with leak detection monitoring equipment (Veeder Root) currently used by the City of Merced shall be confirmed by installer along with a City representative. Any and all permits required for services within this proposal shall be the responsibility of vendor. The disposal of old dispensers removed shall be the responsibility of the vendor.

Prospective proposers are encouraged to make an appointment and inspect the existing dispensers and associated site layout. It is the City's intent to ensure that the dispensers and associated appurtenances conform to all current codes, regulations, and statutes. Proposers may contact Wally Broughton, PW Manager - Operations, phone number (209)385-6944, to schedule a site visit of the facility at 1776 Grogan Road, Merced.

### **METHOD OF COMPENSATION**

Any necessary services outside the scope of the work must be identified and approved in advance by the City of Merced Public Works Director or his designee. In addition, no change orders or contract amendments will be considered without prior authorization from the City Public Works Director or his designee.

Payments, upon invoice, will be made monthly based on actual hours worked or otherwise agreed upon task fee structure. Invoicing shall include a detail of costs for work performed during the payment period, a summary of current invoice amounts, previous payments, and total payments to date.

### **UNDERGROUND STORAGE TANK SYSTEMS ADMINISTRATIVE AND TECHNICAL REQUIREMENTS**

The diesel fuel dispenser replacement work must conform to the State of California Health & Safety Code (HSC) and California Code of Regulations (CCR) sections pertaining to Underground Storage Tank (UST) system statutes, rules, and regulations. The Merced County Division of Environmental Health (MCDEH) is the regulatory oversight agency issuing the current UST system permit to the City of Merced. The MCDEH permit application to perform the system upgrade is included as Attachment A. The selected proposer shall obtain, complete, and submit the permit and all required information in conformance to the requirements included therein, with copies to the City of all documentation and correspondence. Requirements include, but are not limited to:

- Equipment manufacturers specifications, installation instructions, maintenance manuals, certifications, and warranties
- Manufacturer's training certifications for staff performing the work
- State ICC Certification Number of monitoring equipment technician

- Diagrams and/or photographs as necessary

Proposer shall also include provisions for, but not limited to:

- Modifications to existing product lines as necessary to tie into new dispensers
- Replacement of hoses and nozzles
- Materials as required to tie into existing electrical service
- Materials as required to tie into existing Veeder Root monitoring system
- Any under dispenser sump/containment replacement or modification as required
- Any leak prevention equipment as required

Also, include the soil sampling services, and associated environmental laboratory analyses, for any MCDEH requirements upon existing dispenser removal (*these shall be coordinated with MCDEH in advance of the existing dispenser removal/demolition.*) Note that groundwater is not anticipated to be encountered during this effort.

The City will arrange for signatory requirements as “Owner” of the UST system in accordance with the application section entitled “OWNER ACKNOWLEDGEMENT”. Proposers are advised that pursuant to the MCDEH application:

**NOTE:** No UST construction activities can proceed prior to the issuance of UST Approved Installation Letter and Permit from MCDEH. The UST Approved Installation Letter will be addressed to the Owner and identified Contractor. The letter will list the required inspection scheduling and site-specific construction requirements, if applicable.

**The fueling station will remain in operation during the entirety of the project work. Removal and replacement of the new diesel dispensers will be phased as to not interrupt all dispensers at one time. Completion of all work, exclusive of MCDEH regulatory coordination, is to be within twenty (20) working days of start of field work.**

## **CITY ADMINISTRATIVE REQUIREMENTS**

**Form and Execution of Contract.** Attachment B is the form of the contract that the successful proposer will be expected to execute. Any exceptions to the form of the contract must be clearly stated in the proposal and may be grounds for being declared non-responsive.

**Bonds.** Vendor shall, within fifteen (15) days of contract award and before performance of work, file a Performance Bond, with and approved by the City, in the amount of 100 percent (100%) of the contract price. The Performance bond shall remain in effect until recordation of the Notice of Completion, or if a Notice of Completion is not recorded by the City, for sixty (60) days after completion of the work.

All Bonds shall be furnished by the Vendor at its own cost and expense. All bonds shall be executed by such sureties as are admitted to transact surety insurance in the State of California. Should an objection as to the sufficiency of an admitted surety on a bond be made, California Code of Civil Procedure Section 995.660 shall apply.

Labor Code. The Vendor shall comply with Sections 3700 et seq. of Labor Code of the State of California, requiring every employer to be insured against liability for worker's compensation.

Civil Rights Laws. Vendor, its employees, and any subcontractors shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and all other applicable non-discrimination civil rights requirements.

Insurance. The Vendor shall also meet the insurance requirements including liability insurance in the amount of \$1,000,000, naming the City as additional insured.

Conflict of Interest. The Vendor must be aware of and comply with conflict-of-interest rules included in the California Political Reform Act, and Section 1090 et. Seq. of the Government Code. The Political Reform Act requires City/Agency officers and committee members to file statements of interest and abide by a Conflict-of-Interest Code. Section 1090 limits or prohibits a public official from contracting with a body of which an official is a member. Section 1090 applies even where the officer only reviews the contract for the approving body.

Prevailing Wage. The proposer is required to abide by all applicable provisions of the Labor Code, including payment of the minimum prevailing wage rate as determined by the State Department of Industrial Relations (DIR). No contractor or subcontractor may be listed on a bid proposal or be awarded a contract for public work unless registered with the DIR pursuant to the Labor Code. This project is subject to compliance monitoring and enforcement by the DIR.

City of Merced Business License. Vendor shall obtain and maintain a City of Merced Business license throughout the contracted period.

## **PROPOSAL CONTENT**

The City requires the proposer to submit a concise proposal clearly addressing all of the requirements outlined in this RFP; it must contain information covering the following topics:

- a. Cover Letter. The RFP shall include a cover letter signed by the team representative authorized to sign contracts stating interest and ability to perform the work.
- b. Experience. The RFP shall list and describe previous experience and expertise with providing fuel services to large agencies such as municipalities, hospitals, public safety, etc. Include staff resumes and include resumes for sub-contractors if applicable.
- c. Project Understanding. The RFP shall include a summary of the teams understanding of the services to be provided to the City of Merced *as well as any recommendations regarding additional services.*
- d. Special Requirements. The RFP shall include a statement of understanding and compliance with the special UST/MCDEH, and City Administrative requirements listed above. In addition, the proposal shall also include a statement of understanding and compliance for non-interruption of fuel dispensing operations and completion of all work to be within twenty working days of field start date.

- e. References. The RFP shall include information on three (3) references that may be contacted to discuss the reference's experience with the team.
- f. Fee Estimates. Each proposal shall include a single (1) fee estimate for providing the proposed services and must be contained in a sealed envelope separate from the proposals. Include a Not-to-Exceed total cost for all of the services outlined above. The fee estimate shall include a separate listing of hourly wage rates, break down costs by tasks, and clearly list any discounts, rebates, or special pricing that may be available.

**PLEASE NOTE:** The City does not pay for services in advance. Therefore, do not propose contract terms that call for upfront payments or deposits.

### **PROPOSAL SELECTION**

RFP submittal will be reviewed for completeness and qualifications by City representatives. The City representative will negotiate with the top-ranked proposer(s) to determine the final award.

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right, without qualification, to:

- Select any proposal when such action is considered to be in the best interest of the City;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening for its own convenience;
- Approve or disapprove the use of particular subcontractors;
- Accept other than the lowest offer;
- Exercise discretion and apply its judgment with respect to selection of any proposals submitted;
- Waive informalities and irregularities in the Proposals;
- Negotiate with any, all or none of the Proposers;
- Select proposals, based on initial proposals received, without discussion or after detailed discussions or contract negotiations;
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the Proposer.

### **PROTEST PROCESS**

A Vendor that submits a proposal that is disqualified may challenge the disqualification by filing a protest within seven (7) calendar days of the date of the City's notice of disqualification. Staff recommendations to award the agreement(s) to a particular Vendor or Vendors shall be posted on the City's website. An unsuccessful Vendor may file a protest no later than seven calendar days after the recommendation is posted on the website, except for protests regarding disqualification,

which must be protested within seven days of the disqualification notice. All protests shall be in writing, filed with Public Works Manager, Wally Broughton, and include the following:

- RFP Name;
- The name, address, and telephone number of the protester;
- A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
- The form of relief requested; and
- The signature of the protester or its authorized representative.

The Public Works Manager will render a written decision within 30 days after the protest is filed. The City will not request authorization to award the contract until the protest process is completed.

### **PUBLIC RECORD**

Responses to this RFP become the exclusive property of the City of Merced. At such time as the Public Works Department recommends a firm to the City Council, all proposals received in response to this RFP becomes a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as “Confidential,” “Trade Secret,” or “Proprietary”. The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as “Confidential,” “Trade Secret,” or “Proprietary” or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary” shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of Merced may not accept or approve that the information that a Proposer submits is a trade secret. If a request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary,” the City shall provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

### **WITHDRAWAL OF PROPOSALS**

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

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**All submittals shall be submitted in writing.** Any exceptions to the requirements stated herein shall be clearly stated in the submittal and may be grounds for being declared non-responsive.

All correspondence or communications in reference to this RFPs shall be directed to:

Wally Broughton  
PWM - Operations  
City of Merced  
1776 Grogan Avenue  
Merced, CA 95341  
(209) 385-6944  
[broughtonw@cityofmerced.org](mailto:broughtonw@cityofmerced.org)

All cost for preparation of the submittals shall be borne by the applicant, and submittals received shall become the property of the City, whether accepted or rejected. Incomplete submittals may be rejected as non-responsive. The City reserves the right to reject any and all proposals submitted in response to the RFP.



# **ATTACHMENT A**



## DEPARTMENT OF PUBLIC HEALTH

Rebecca Nanyonjo, Dr.PH

Director

Vicki Jones, MPA, REHS

Director of Environmental Health

### UST Permit Application: Install, Upgrade, Repair, & Closure

#### UNDERGROUND STORAGE TANK(S) FOR HAZARDOUS SUBSTANCES

#### FOR AGENCY USE ONLY

Date Received: \_\_\_\_\_ UST MODIFICATION # (M/MAJ) \_\_\_\_\_ BY: \_\_\_\_\_

INVOICE #: \_\_\_\_\_ FEE: \_\_\_\_\_ BY: \_\_\_\_\_

CERS#: \_\_\_\_\_ AR#: \_\_\_\_\_ FA#: \_\_\_\_\_

#### INSTRUCTIONS:

1. Complete and submit the original application to the Merced County, Department of Public Health, Division of Environmental Health (MCDEH). One application per underground storage tank (each tank compartment is considered a separate tank).
2. Submit an electronic copy of the installation or modification Plans.
3. Submit all components specification sheets.
4. Pay all application fees with application(s).
5. This application is valid for six (6) months from the date of application.

☐ Install ☐ Upgrade-Including Piping ☐ Upgrade-No-Piping\* ☐ Repair\*\* ☐ Spill Container Only  
☐ Tank Closure

Number of UST Compartments \_\_\_\_\_

\* Upgrade-No Piping: Includes UDC installation or sump installation.

\*\* Repair: Includes replacement of the leak detection console or the repair of a leaking pipe.

ASSESSORS PARCEL NUMBER \_\_\_\_\_

CONTRACTOR COMPANY NAME \_\_\_\_\_ PHONE \_\_\_\_\_

CONTRACTOR ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ ZIP \_\_\_\_\_ LIC# \_\_\_\_\_ CLASSIFICATIONS \_\_\_\_\_

CONTRACTOR SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

FACILITY NAME \_\_\_\_\_ FIRE DISTRICT \_\_\_\_\_

FACILITY ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_

OWNER NAME \_\_\_\_\_ PHONE \_\_\_\_\_

OWNER ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_

OWNER MAILING ADD. \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_

## **Equipment List**

1. This document shall be completed & submitted to the MCDEH along with site specific drawings and supporting forms.
2. In the table below, check the box for any component that will be **installed, replaced or modified**. List the manufacturer name and specific model number for each piece of **new** equipment. If an item is not applicable to this project, check the "N/A" box.
3. For a list of items that must be included in the site specific drawings refer to the "Drawings & Parts List" document.
4. Each item marked yes must be depicted in the site-specific drawings.

<b>Agency Use Only</b>	<b>Equipment</b>	<b>Will be replaced, repaired or installed?</b>	<b>If yes, list the Name of Equipment Manufacturer (for the new equipment only)</b>	<b>If yes list the Model Number (for the new equipment only)</b>
	Tank(s)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
	Primary Product Pipe	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
	Secondary Product Pipe	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
	Primary Vapor Return Pipe	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
	Secondary Vapor Return Pipe	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
	Primary Vent Pipe	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
	Secondary Vent Pipe	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
	Under Dispenser Containment	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
	Leak Detection Console	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
	Tank Interstitial Space Sensor	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
	Product Sump Sensor	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
	Fill Sump Sensor	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
	UDC Sensor or Float	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
	In-Tank Probe (e.g. ATG)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
	External Overfill Alarm	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
	Drop Tube <b>or</b> Drop Tube with Overfill Device	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
	Ball Float Valves	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
	Ball Valves	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
	Extractor Tees	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
	Flex Connectors	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
	Flex Connector Boots	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A

	Vent Transition Containment Sump	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
	Line Leak Detector	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
	Penetration Fittings (pipe & conduit)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
	Pipe Centralizer or Spacer	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
	Shear Valves (product & vapor)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
	Dispenser Hoses	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
	Dispensers	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
	Spill Containment & Lids	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
	Test and Reducer Boots	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
	Turbines	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
	Remote Fill Primary Pipe	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
	Remote Fill Secondary Pipe	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
	Low Point Or Transition Sump	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
	VPH System & Sensors (Veeder-Root, Beadreau etc.)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
	Tank Closure	<input type="checkbox"/> Temporary <input type="checkbox"/> Permanent	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
	Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A

### **GENERAL INFORMATION (FOR ALL APPLICATIONS)**

### **REASON FOR UPGRADE OR REPAIR:**

- ☐ Upgrade or Repair to meet current State/Federal Requirements  
☐ Equipment Failure  
☐ Other, Briefly Describe: \_\_\_\_\_
- 

Estimated Starting Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

Distance of UST(S) From Nearest Well: \_\_\_\_\_ Feet (minimum distance shall be 100 ft.)

Depth to Usable Ground Water (if known) \_\_\_\_\_

Type of UST System: ☐ PRESSURE  
☐ SUCTION  
☐ SAFE SUCTION  
☐ GRAVITY  
☐ EMERGENCY GENERATOR

**SCOPE OF WORK** (describe the components that will be modified, installed, or replaced):

\_\_\_\_\_

\_\_\_\_\_

**FOR UST INSTALLATIONS:**

**MONITORING EQUIPMENT Contractor who will Install, Calibrate, and Program Monitoring Equipment:**

Contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

License Number: \_\_\_\_\_ Classification: \_\_\_\_\_

ICC Certification Number: \_\_\_\_\_

Names of Personnel employed by the this contractor who are certified by the Manufacturer's to install, calibrate, and program the equipment:

\_\_\_\_\_

**Required Certifications and Documents:**

- Attach a copy of Monitoring System Manufacturer's Certification **(for the employees that will be performing the installation and programing).**
- Attach a photocopy of Manufacturer Training Certifications **(for the employees that will be installing/repairing/replacing the tank, piping, and all other UST components).**
- Attach a photocopy of the ICC Installer Certification for the Supervising Contractor of all UST work that will be occurring.

**ENHANCED LEAK DETECTION (ELD):**

ELD Testing Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

**Note:**

- Attach the testing procedure for ELD from the company that will be performing the ELD Test. The procedure must include maximum distances between the probes/conduit and the UST system.

**VACUUM, PRESSURE OR HYDROSTATIC SYSYEM (VPH):**

Indicate the type of Continuous Vacuum, Pressure, or Hydrostatic Monitoring that will be utilized for the UST system:

• THE UST INTERSTICE	___ VACUUM	___ PRESSURE	___ HYDROSTATIC
• THE PRODUCT PIPE INTERSTICE	___ VACUUM	___ PRESSURE	___ HYDROSTATIC
• THE VAPOR RECOVERY PIPE INTERSTICE	___ VACUUM	___ PRESSURE	___ HYDROSTATIC
• THE VENT PIPE INTERSITCE	___ VACUUM	___ PRESSURE	___ HYDROSTATIC
• THE TURBINE SUMP INTERSTICE	___ VACUUM	___ PRESSURE	___ HYDROSTATIC
• THE FILL SUMP INTERSTICE	___ VACUUM	___ PRESSURE	___ HYDROSTATIC
• THE VENT BOX INTERSTICE	___ VACUUM	___ PRESSURE	___ HYDROSTATIC

**FOR UPGRADES AND APPLICABLE REPAIRS:**

**MONITORING EQUIPMENT Contractor who will Install, Calibrate, and Program Monitoring Equipment:**

Contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

License Number: \_\_\_\_\_ Classification: \_\_\_\_\_

ICC Certification Number: \_\_\_\_\_

Names of Personnel employed by the this contractor who are certified by the Manufacturer's to install, calibrate, and program the equipment:

**Required Certifications:**

- Attach a copy of Monitoring System Manufacturer's Certification **(for the employees that will be performing the installation and programing)**.
- Attach a photocopy of Manufacturer Training Certifications **(for the employees that will be installing/repairing/replacing the tank, piping, and all other UST components)**.
- Attach a photocopy of the ICC Installer Certification for the Supervising Contractor of all UST work that will be occurring.

**SAMPLING:**

Sampling Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

Name of Analytical Laboratory: \_\_\_\_\_

CA State Certification #: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

The Owner or his agent shall be responsible for contracting with an independent, qualified third party to collect samples. The Owner or his agent shall have the samples analyzed at a State approved analytical laboratory for product constituents as required by MCDEH. **Brass, stainless steel, or teflon tubes shall be used to take soil samples.** Glass containers (i.e., VOLATILE ORGANIC ANALYSIS bottles) shall be used to take water samples. Other sampling arrangements shall be approved in advance by MCDEH on a case-by-case basis. **The Owner or his agent shall be responsible for making alternative arrangements in advance with MCDEH via an approved written request.** Sampling personnel shall be on site at the time of the sampling inspection.

**NOTE:** No UST construction activities can proceed prior to the issuance of UST Approved Installation Letter and Permit from MCDEH. The UST Approved Installation Letter will be addressed to the Owner and identified Contractor. The letter will list the required inspection scheduling and site-specific construction requirements, if applicable.

**ADDITIONAL ITEMS:**

**For all applications submitted (except repair of damaged pipe):**

- **A UST written monitoring plan**
- **Electronic Plans**
- **Equipment Specification Sheets**

**NOTE:** If a Subcontractor is utilized to work on the UST system, the Name, Address, Phone Number, and Contractor's License Number must be submitted with the Application.

**OWNER ACKNOWLEDGEMENT:**

I declare that to the best of my knowledge the statements and information provided are correct and true. I understand that information, in addition to that provided in the this application, may be needed in order to obtain a permit from the MCDEH and that no work is to begin on any portion of the UST Equipment or Leak Detection system until the "UST Approved Installation Letter" and Permit are issued by MCDEH.

I understand that ant changes in design, materials, or equipment will void my Permit with MCDEH, prior to approval being obtained.

I understand that any inspection must be scheduled with MCDEH at least 48 Hours in advance.

TANK OWNER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
PRINTED  
NAME \_\_\_\_\_ PHONE \_\_\_\_\_  
TITLE \_\_\_\_\_

**NOTE:** A copy of an Authorized Signature Form must be included with the application, if an individual is signing for the Tank Owner.

# **ATTACHMENT B**



## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18<sup>th</sup> Street, Merced, California 95340, (hereinafter referred to as "City") and \_\_\_\_\_, a \_\_\_\_\_, whose address of record is \_\_\_\_\_, (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to \_\_\_\_\_; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide \_\_\_\_\_ services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **SCOPE OF SERVICES.** The Consultant shall furnish the following services: Consultant shall provide the \_\_\_\_\_ services described in Exhibit "A" attached hereto.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the \_\_\_\_\_ or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

2. **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit "B" attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon the day first above written and end on \_\_\_\_\_, 20\_\_.

4. **COMPENSATION.** Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an

invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "C" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "C". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of \$ \_\_\_\_\_.

5. **METHOD OF PAYMENT.** Compensation to Consultant shall be paid by the City after submission by Consultant of an invoice delineating the services performed.

6. **RECORDS.** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. **CONSULTANT'S BOOKS AND RECORDS.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. **INDEPENDENT CONTRACTOR.** It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System



(PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

#### **CHOOSE WHICH INDEMNITY PROVISION APPLIES –**

**This indemnity provision applies to Vendor and Consultants providing general services to the City.**

9. INDEMNITY. Consultant shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement; Consultant shall indemnify, protect, defend (with counsel selected by the City) save and hold City, its officers, employees and agents harmless from any and claims or causes of action for any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

**This indemnity provision applies to Design Professionals that require errors and omissions coverage (Auditors, Attorneys, Architects, Engineers, Landscape Designers, Land Surveyors, etc.)**

9. INDEMNITY.

A. Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the City in the performance of professional services under this agreement.

B. Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

10. INSURANCE. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.



- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

~~d. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.~~

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

## 11. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a "public works" the Vendor agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Vendor further agrees to the penalties and

forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov/>.

C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Vendor from the Department of Industrial Relations. These wage rate determinations are to be posted by the Vendor at the job site in accordance with Section 1773.2 of the California Labor Code.

D. Vendor agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.

12. **ASSIGNABILITY OF AGREEMENT.** It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

13. **TERMINATION FOR CONVENIENCE OF CITY.** The City may terminate this Agreement any time by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

14. **CONFORMANCE TO APPLICABLE LAWS.** Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.



Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

15. **WAIVER.** In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

16. **INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS.** In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

17. **AMBIGUITIES.** This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

18. **VENUE.** This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.



19. AMENDMENT. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

20. INTEGRATION. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

21. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

22. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED  
A California Charter Municipal  
Corporation

BY: \_\_\_\_\_  
City Manager

ATTEST:  
STEPHANIE R. DIETZ, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
City Attorney Date

ACCOUNT DATA:

BY: \_\_\_\_\_  
Verified by Finance Officer

CONSULTANT

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_  
(Title)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_  
(Title)

Taxpayer I.D. No. \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_