



CITY OF BEVERLY HILLS
REQUEST FOR PROPOSAL

for
**RISK MANAGEMENT PLAN (RMP) FOR THE HANDLING AND STORAGE OF
AMMONIA HYDROXIDE**

**Please Respond no later than July 11, 2013, by 2:00 P.M. to the
City Clerk's Office
City of Beverly Hills
455 N Rexford, Rm 290
Beverly Hills, CA 90210**

I. INTRODUCTION

The City of Beverly Hills is seeking a qualified firm to be responsible for the development and implementation of a risk management plan (RMP) for the handling and storage of ammonia hydroxide. The following statement of work details what is requested and what must be included in the proposal.

Mandatory Job Walk: July 2, 2013 at 1:00 P.M. at 345 Foothill Road, Beverly Hills, CA 90210.

II. STATEMENT OF WORK

SOW Summary

This risk management plan for the handling and storage of ammonia hydroxide shall include RMP*Comp, which is an electronic tool used to perform the off-site consequence analysis required under the Risk Management Program rule published by the Environmental Protection Agency on July 20, 1996, which implements Section 112® of the Clean Air Act. In addition RMP*eSubmit software shall be used in submitting Risk Management Plans (RMP) required under the Risk Management Program. EPA asks that all facilities use this new method to submit RMPs because it is easy to use, will improve data quality, and will enable users to access RMP 24 hours a day, 7 days a week.

Overview

The ammonia hydroxide is used in the water treatment process to produce chloramines in the water being pumped from the clearwell within the treatment plant to the Sunset Reservoir. The following is a brief description of the ammonia hydroxide system:

1. Material Safety Data Sheet from Hills Brothers, the vendor of ammonia hydroxide, a) PEL 25 ppm or 18 mg/cu. meter b) IDLH 300 ppm
2. Ammonium hydroxide tank specifications: a) 1,000 gallon capacity b) Five foot diameter and seven-feet two inches in height c) PVC-80 material for piping d) 29.9% concentration of ammonium hydroxide e) Ambient temperature

3. Secondary containment specifications for ammonium hydroxide tank: a) 14'44" x 14'4"
4. Training Records: a) Standard Operating Procedure reviewed by Water Operation Manager and Water Production/Distribution System Supervisors b) Health and Safety topics provided by Safety Officer c) Employees receive on-line training on health and safety issues d) Respiratory Fit Testing conducted by Pacific Safety Council
5. Emergency notification is accurately identified on the consolidated contingency plan a) NRC would be notified if there was a release of over 1,000 pounds, or 78 gallons of ammonium hydroxide. b) The facility would notify the administering agency and the state office of emergency services.
6. Procedures for emergency shutdown for fire department a) press the emergency red button to initiate an emergency shutdown of the treatment plant.
7. Accident history: There were no releases of ammonium hydroxide during the last five years.
8. Inspection and prevention maintenance records: a) Operators check levels of ammonium hydroxide, sparger tank, and condition of lines. B) Outside private contractor calibrated the ammonia sensors.
9. Beverly Hills Fire Department conducted a safety inspection on July 26, 2012.
10. Prevailing wind is from the south, the hottest recorded temperature in the last three years is 90 degrees F, and the ammonium hydroxide is open to atmosphere to allow the maximum number of air exchanges. The storage building has louvers on the walls.
11. RMP Comp Report shows distance to toxic endpoint is 0.2 miles if there would be a release of 7,400 gallons of NH₄OH from the storage tank.
12. Landview report at Marplot map reveal impacts of release on residential and business neighborhoods.

III. Deliverables are due by August 16, 2013.

IV. Questions concerning the RFP requirements should be directed to:

Kevin Watson, Water Operations Manager
345 Foothill Road
Beverly Hills, CA 90210
310-285-2495 phone; 310-278-1838 fax

V. SELECTION PROCESS

The criteria to be used in the selection process shall include:

- A. Specialized and recent experience in the type of work required by this project
- B. Record of the Firm in accomplishing projects in the required time
- C. Quality of work previously performed
- D. Professional qualifications
- E. References

VI. CITY OF BEVERLY HILLS STANDARD INSURANCE REQUIREMENTS:

Contractor's Insurance: Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, employees or subcontractors, pursuant to contractor's bid or any subsequent contract. Insurance shall be of the type, in the amounts and subject to the provisions described below.

(1) **Commercial general liability** coverage at least as broad as Insurance Services Office Commercial General Liability occurrence coverage ("occurrence" form CG0001, Ed. 11/88) with a limit of not less than \$2,000,000 per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this contract or it shall be at least twice the required per occurrence limit.

(2) **Business automobile liability** insurance at least as broad as Insurance Services office form CA 0001 (Ed. 12/90) covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 (Ed. 12/88) with a limit not less than \$1,000,000 per accident.

(3) **Workers Compensation** Insurance as required by the State of California and employers liability insurance with a limit not less than \$1,000,000 per accident.

(4) **Professional liability** insurance is required. A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONTRACTOR agrees to maintain in full force and affect such insurance for one year after performance of work under this Agreement is completed.

(5) **Evidence of Coverage:**

(a) Prior to commencement of work under this contract, or within 14 days of notification of award of contract, whichever is shorter, Contractor shall file certificates of insurance with original endorsements evidencing coverage in compliance with this contract and in a form acceptable to City. The certificate shall be on the City's standard proof of insurance form.

(b) Contractor shall provide to City, on request, a complete copy, including all endorsements and riders, of any insurance policy.

(c) During the term of this agreement, Contractor shall maintain current valid proof of insurance coverage, with the City at all times. Proof of renewals shall be filed prior to expiration of any required coverage and shall be provided on the City's standard proof of insurance form.

(d) Failure to submit any required evidences of insurance within the required time period shall be cause for termination for default, and shall be cause for forfeiture of this bidder's bid security, if applicable.

(e) In the event Contractor does not maintain current, valid evidence of insurance on file with City, City may, at its option, withhold payment of any moneys owed to Contractor, or which it subsequently owes to Contractor, until proper proof is filed.

(5) All insurance coverages shall be provided by insurers with a rating of B+(VII) or better in the most recent edition of Best's Key Rating Guide, Property-Casualty Edition.

(6) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided or canceled and shall not be reduced in coverage or limits except after 30 days prior written notice provided to the City. Upon prior request of the carrier, the notice period may be reduced to 10 days in the event of non-payment of premium.

(7) All liability coverages shall name the City, its City Council and every officer, agent and employee of City as additional insureds with respect to work under this bid or any subsequent contract.

(8) Contractor's insurance and any insurance provided in compliance with these specifications shall be primary with respect to any insurance or self-insurance programs covering the City, its City Council and any officer, agent or employee of City.

(9) Where available, the insurer shall agree to waive all rights of subrogation against the City, its City Council and every officer, agent and employee of City.

(10) Any deductibles or self-insured retentions shall be declared to and must be approved by City. At the option of the City, either the insurer shall reduce or eliminate the deductibles or self-insured retentions as respects the City, or the Contractor shall procure a bond guaranteeing payment of losses and expenses.

(11) In the event that Contractor does not provide continuous insurance coverage, the City shall have the right, but not the obligation, to obtain the required insurance coverage at Contractor's cost, and the City may deduct all such costs from

moneys the City owes to the Contractor or from moneys which it subsequently owes to the Contractor.

Indemnification. Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of Contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the performance of this work.

**Attachment B
CERTIFICATE OF INSURANCE**

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED (CONTRACTOR)

COMPANIES AFFORDING COVERAGE

ADDRESS:

- A.
- B.
- C.

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	LIMITS		
				B.I.	P.D.	AGGREGATE
	AUTOMOBILE LIABILITY []					
	GENERAL LIABILITY []					
	PRODUCTS /COMPLETED OPERATIONS []					
	BLANKET CONTRACTUAL []					
	CONTRACTOR'S PROTECTIVE []					
	PERSONAL INJURY []					
	OTHER []					
	EXCESS LIABILITY []					
	WORKERS' COMPENSATION []					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of Contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right on contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days' written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____ BY: _____
Authorized Insurance Representative

AGENCY: _____ TITLE: _____

_____ ADDRESS: _____