

# REQUEST FOR BID

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NUMBER: 13096**  
(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: OCTOBER 2, 2025**

<p style="text-align: center;"><b>SUBMIT BID TO:</b></p> <p style="text-align: center;">Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744-6433</p> <p style="text-align: center; color: red; font-weight: bold;">M.D. 9-11-2023</p>	<p><b>SHIP TO ADDRESS:</b></p> <p style="text-align: center; font-weight: bold;">SEE BELOW</p>
<p><b>Buyer:</b> MICHELLE DAVIES, Sr. Management Analyst: (310) 732-3890</p>	

**ALL ITEMS REQUESTED MAY BE QUOTED AS OR EQUAL**

**PARKING LOT MAINTENANCE: BERTH 93 RAMP, 100 SWINFORD STREET, SAN PEDRO, 90731**  
**THIS IS A REBID OF BID NO. 13087**

ITEM	DESCRIPTION	PRICE
1	<b>LABOR Bridge Grind and Overlay – RAMP #2</b> 1 mill/coldplane approx. 1,920 S.F. of existing asphalt (full width) up to a depth of 2" to obtain proper height elevation for new asphalt.	\$ _____
2	<b>MATERIAL Bridge Grind and Overlay – RAMP #2</b> 1 mill/coldplane approx. 1,920 S.F. of existing asphalt (full width) up to a depth of 2" to obtain proper height elevation for new asphalt.	\$ _____
3	<b>LABOR Bridge Overlay – RAMP#2</b> clean, tack, & overlay, approx. 5,196 S.F. of eroded asphalt, with up to 3.5" asphalt. Class, C, PG 7010.	\$ _____
4	<b>MATERIAL Bridge Overlay – RAMP #2</b> clean, tack, & overlay, approx. 5,196 S.F. of eroded asphalt, with up to 3.5" asphalt, Class C, PG 7010.	\$ _____
5	<b>LABOR Bridge Grind and Overlay – RAMP#3</b> 1 mill/coldplane approx. 1,920 S.F. of existing asphalt (full width) up to a depth of 2".	\$ _____

**(continued on next page)**

Time of delivery: \_\_\_\_\_ days after receipt of order. Terms \_\_\_\_\_ % discount \_\_\_\_\_ days.

**Affirmative Action** – An approved AA plan or certification, if not on file, will be required prior to award of contract.

**DECLARATION OF NON-COLLUSION:** The undersigned certifies (or declares) under penalty of perjury that this quotation is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up a sham bid, or any other person, firm or corporation to refrain from bidding, and the bidder has not in any manner sought by collusion to secure to himself any advantages over other bidders.

<p>NOTIFY: REQ12163</p>	<p>Firm Name _____</p> <p>Mailing Address _____ City State Zip</p> <p>Phone No. _____ Fax No. _____</p> <p><b>REMITTANCE ADDRESS - Unless bidder indicates otherwise the City will remit to the above address for items received.</b></p>
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The undersigned hereby agrees to furnish and deliver any or all items of goods or services in accordance with the terms, conditions, specifications and prices herein quoted, INCLUDING THE GENERAL CONDITIONS THAT FOLLOWS. **THIS BID MUST BE SIGNED.**

\_\_\_\_\_ Authorized Signature
\_\_\_\_\_ Print Name and Title

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ITEM	DESCRIPTION	PRICE
6	<b><u>MATERIAL</u> Bridge Grind and Overlay – RAMP#3</b> 1 mill/coldplane approx. 1,920 S.F. of existing asphalt (full width) up to a depth of 2".	\$ _____
7	<b><u>LABOR</u> Bridge Overlay – RAMP #3</b> clean, tack, & overlay, approx. 5,196 S.F. of low and eroded asphalt, with up to 3.5" asphalt, Class C, PG710	\$ _____
8	<b><u>MATERIAL</u> Bridge Overlay – RAMP #3</b> clean, tack, & overlay, approx. 5,196 S.F. of low and eroded asphalt, with up to 3.5" asphalt, Class C, PG710.	\$ _____
9	<b><u>LABOR</u> Bridge Overlay, Demo, RAMP #4</b> 11,040 sq. ft. with clean, tack, & overlay approx. 11,040 S.F. of low and eroded asphalt with up to 3.5" hot mix asphalt. Class C, PG710	\$ _____
10	<b><u>MATERIAL</u> Bridge Overlay – Demo, RAMP #4</b> 11,040 sq. ft. with clean, tack, & overlay approx. 11,040 S.F. of low and eroded asphalt with up to 3.5" hot mix asphalt. Class C, PG710	\$ _____
11	<b><u>LABOR</u> GRIND, RAMP #4</b> 3,720 sq. ft. of asphalt at lower section ramp and replace with 2" overlay, Class C, PG710	\$ _____
12	<b><u>MATERIAL</u> GRIND, RAMP #4</b> 3,720 sq. ft. of asphalt at lower section ramp and replace with 2" overlay, Class C, PG710	\$ _____
13	<b><u>STRIPING &amp; ADA SIGNAGE,</u></b> Striping Plan: <ul style="list-style-type: none"> <li>• <b>RAMP 2</b> – paint three (3) directional arrows pointing down ramp</li> <li>• <b>RAMP 3</b> – paint three (3) directional arrows pointing up ramp</li> <li>• <b>RAMP 4</b> – paint three (3) directional arrows pointing up &amp; down ramp with a center yellow line. In addition, painting the parking stalls in the parking area on Ramp 4 with the three (3) ADA parking spaces with signage.</li> </ul>	\$ _____

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**JOB WALK.** There will be a Job-Walk for all Bidders. ATTENDANCE IS NOT MANDATORY BUT RECOMMENDED.

Date: September 18, 2025  
Time: 11:00 a.m.  
Location: Berth 93 ramp, 100 Swinford Street, San Pedro

The purpose of the Job-Walk is to answer any questions about the requirements contained within the bid and to provide any additional information, which may prove helpful to the prospective bidder, as well as overcome any barriers to participation. **NOTE:** *The bridge has a 5-Ton weight limitation.*

**REQUEST FOR QUOTATION BIDDER RESPONSIVENESS.** In order to be responsive, bidders shall complete and return all Quotation documents requested by the Port, including addenda, specifications, drawings and all forms.

The Purchasing Agent may deem a bidder non-responsive if the bidder fails to provide all Quotation documents requested by the Port at the Quotation closing date and time.

**BID SUBMITTAL TIMELINESS.** Bidders solely are responsible for the timeliness of their submittals. As such, bidders are cautioned to budget adequate time to ensure that their bids are delivered at the location designated at or before the deadline set forth above. Bidders are cautioned that matters including, but not limited to, traffic congestion, security measures and/or events in or around the Harbor Department, may lengthen the amount of time necessary to deliver the bid, whether the bid is submitted in person or by mail.

**ADDENDUMS.** From time to time, the Harbor Department may deem it necessary to issue an addendum(s) to modify or cancel a Bid Request. Such addendum(s) will be available on the Port of Los Angeles internet website – [www.portoflosangeles.org](http://www.portoflosangeles.org) and the Regional Alliance Marketplace for Procurement website – [www.rampla.org](http://www.rampla.org). It is the responsibility of the bidder to be aware of and respond to any such addendum(s) before the deadline of the applicable bid request. Failure to do so may deem the bid non-responsive.

**AUTHORIZED DISTRIBUTOR/DEALER:**

Bidder must indicate if it is an authorized factory distributor/dealer for the manufacturer being quoted (please initial).

Yes: \_\_\_\_\_ No: \_\_\_\_\_

If bidder is not an authorized distributor/dealer, the bidder shall submit with its Quotation a formal Letter of Certification from the manufacturer, stating that the manufacturer will honor any warranty claims by the City for equipment, parts, and/or materials provided by the bidder.

The manufacturer will be responsible for any default of the supplier that is not corrected by the supplier in a timely and efficient manner. This responsibility includes replacing incorrect or defective parts, trouble shooting, and correcting problems that are traceable to the manufacturer.

**AWARD.** The Harbor Department reserves the right to reject any or all Bids, award Bid as a whole, split award or delete line items as it may deem necessary, unless otherwise stated herein.

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**SUPPLIER CONTACT INFORMATION:**

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

24 Hour Contact No.: \_\_\_\_\_

**DRAWING – ATTACHMENT “A “**

**DIR REGISTRATION – ATTACHMENT “B “**

**ETHICS FORM CEC 50 AND 55 – ATTACHMENT “C “**

**NEW AND UNUSED.** The material furnished shall be new and unused.

**SPECIFICATION CHANGES.** If provisions of the Specifications preclude bidder from submitting bid, the bidder may request in writing that the specifications be modified. Such request must be received by the Purchasing Officer at least five (5) working days before bid opening date. All bidders will be notified by Addendum of any approved changes in the specifications.

**DEVIATION FROM SPECIFICATIONS.** Specifications contained herein are to describe the construction, design, size, and quality of the desired product and are not intended to be restrictive to any particular product. If bidder proposes to furnish another product equal in quality and purpose, such bids will be considered as long as they materially comply with the specifications. Each deviation from the specifications must be stated in a letter, attached to bidder's submittal. Failure to do so may void bid.

**PRICE GUARANTEE.** Prices are **maximum** for the period of the contract. In the event of a **price decline**, or should you sell the same materials under similar quantity and delivery conditions to the State of California, or any County, Municipality or Legal District of the State of California at prices below those specified herein, such lower prices are to be immediately extended to the Harbor Department.

**SALES TAXES.** Do not include Sales Taxes in your Bid. Sales Taxes will be added at time of order.

**FEDERAL EXCISE TAX.** The City of Los Angeles Harbor Department is exempt from payment of Federal Excise Taxes, and will furnish vendor with a Tax Exemption Certificate. **PRICING NOT TO INCLUDE ANY FEDERAL EXCISE TAX.**

**SALES TAX PERMIT.** Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: \_\_\_\_\_.

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**VENDOR PAYMENT.** Please note. Vendor name and address must be submitted exactly as it will appear on the invoice. If invoice remit to (remittance) name and address are different from the bid name and address, please indicate:

REMIT TO: NAME: \_\_\_\_\_

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

CITY: \_\_\_\_\_

Invoices submitted for payment where the invoice name and address does not match the name as it appears on the purchase order or as indicated in the space above, will not be processed and will be returned to the vendor.

**REGIONAL ALLIANCE MARKETPLACE FOR PROCUREMENT (RAMP).** **PRIOR TO BEING AWARDED A CONTRACT** with the Harbor Department, all vendors must be registered on the City's Contracts Management and Opportunities Database, Regional Alliance Marketplace for Procurement (RAMP), at <http://www.RAMPLA.org>.

Respondents are advised, pursuant to Executive Directive 35, if a bidder is selected and awarded a contract, and if the vendor is a for-profit company or corporation, the vendor shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: vendor's and any subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("contractor/subcontractor Information"). On an annual basis, the vendor shall further request that any subcontractor input or update its business profile, including the vendor/subcontractor information, on RAMP or via another method prescribed by City.

Vendors who are already registered may look up their RAMP ID at: <https://www.rampla.org/s/regional-profiles>.

**RAMP ID Number:** \_\_\_\_\_

**EQUAL BENEFITS POLICY.** The Board of Harbor Commissioner of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 172,908, as amended, relating to Equal Benefits (Section 10.8.2 et seq. of the Los Angeles Administrative Code) as a policy of the Harbor Department. Bidder shall comply with the policy whenever applicable. Violation of the policy shall entitle the City to terminate any agreement with Bidder and pursue any or all other legal remedies that may be available.

**SMALL & LOCAL BUSINESS (SLB) PROGRAM**

Is your company Certified as an SLB by the City of Los Angeles?     Yes                     No

Companies certified as a Small Local Business with the City of Los Angeles are given a preference applied to bid contracts of \$100,000.00 or less. A 10% preference (discount) is given to the bids of SLB certified companies. The preference is determined by taking 10% of the lowest bid that is proposed by a non-certified SLB company, and subtracting that amount from the bid of the SLB certified company. If after the preference the SLB's bid is less than or equal to the lowest non-certified company's bid, the SLB will be awarded the contract.

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In order to be given the bid preference as a certified SLB, your SLB application must be received at the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, Centralized Certification Section no later than five (5) calendar days prior to the last day for submission of the bid or proposal and approved prior to the award date as stated on the RFB.

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, Centralized Certification Section is located at:

**Office of Contract Compliance, Centralized Certification:**  
**1149 S. Broadway, Suite 300, Los Angeles, CA 90015**  
**(213) 847-2684**

Certification as a Small & Local Business is valid for one calendar year from the date of approval. Applicant firms must be recertified on an annual basis with the Office of Contract Compliance, Centralized Certification Section. For questions concerning the Small Local Business Program, contact the Office of Contract Compliance, Centralized Certification Section at (213) 847-2684 or at <https://bca.lacity.org/certification>

**SMALL BUSINESS, MINORITY-OWNED, WOMEN-OWNED, DISABLED VETERAN-OWNED AND ALL OTHER BUSINESS ENTERPRISES.** It is the policy of the Department to provide Small Business, Minority-Owned, Women-Owned, Disabled Veteran-Owned and all Other Business Enterprises (SBE/MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all Department contracts. Bidders are encouraged to continue assisting the Department in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including SBEs, MBEs, WBEs, DVBEs, and OBEs, have an equal opportunity to compete for and participate in Department contracts.

**BUSINESS TAX REGISTRATION CERTIFICATE (BTRC).** In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (844) 663-4411, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers. Accordingly, firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. Bidder, in submitting this bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number.

**TAXPAYER IDENTIFICATION NUMBER.** Contractor declares that it has an authorized Taxpayer Identification Number (TIN), which must be indicated on all invoices. No payments will be made under this agreement without a valid TIN number.

**COMPLIANCE WITH LAWS.** Vendor shall comply with all applicable Ordinances, laws, Rules and Regulations of the City and of any County, State or Federal Government, or subdivision thereof.

**DEFAULT BY SUPPLIER.** In case of default by Vendor, the City reserves the right to procure the articles or services from other sources and to hold the vendor responsible for any excess costs occasioned to the City thereby.

**SPECIAL NOTE.** If you are not in agreement, please state reason for not agreeing and return bid to the Purchasing Office:

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**DRAWING  
(ATTACHMENT "A")**



**DIR REGISTRATION  
(ATTACHMENT "B")**

**REMOVAL, CLEANUP, AND DEMOBILIZATION**. Upon completion of the Contracted Work, the CONTRACTOR shall remove all of its tools, materials and other articles from the property of the CITY. Should the CONTRACTOR fail to take prompt action to this end, the CITY, at its option and without waiver of such other rights as it may have, upon thirty (30) calendar days notice, may treat such items as abandoned property. The CONTRACTOR shall also sweep all floors broom clean, clean all exterior and interior surfaces and windows and remove all rubbish and debris resulting from the Contracted Work and shall maintain the Jobsite in a clean, orderly and safe condition at all times until completion of the physical.

Throughout all phases of construction, including suspension of work, and until the Final Acceptance, the CONTRACTOR shall keep the site clean and free from rubbish and debris. The CONTRACTOR shall also abate dust nuisance by cleaning, sweeping and sprinkling with water, or other means as necessary. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods. Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the CONTRACTOR'S Bid.

Failure of the CONTRACTOR to comply with the City of Los Angeles Harbor Department Project Manager (PM) cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.

**PREVAILING WAGE / PUBLIC WORKS CONTRACTS**. Contractor, in performance of this Public Works Contract, shall comply with all provisions of Section 425 of the Charter of the City of Los Angeles and of the Labor Code of the State of California including, but not limited to, those sections requiring payment of prevailing wages and the employment/training of apprentices.

**DIR REGISTRATION.**

All contractors must have a Contractor Registration Number through the State of California, Department of Industrial Relations (DIR). Registration and information can be accessed at the following website: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html> .

**Prime Contractor State of California DIR Registration No.:**

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**Subcontractor State of California DIR Registration No.:**

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**Subcontractor State of California DIR Registration No.:**

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(Attach additional sheets if necessary)

**DIR REPORTING LABOR CLASSIFICATIONS:**

Please indicate which Labor Classification(s) will be used for Payroll Reporting:

- Asbestos  Boilermaker  Bricklayers  Carpenters  Carpet/Linoleum
- Cement Masons  Drywall Finisher  Drywall/Lathers  Electrician
- Elevator Mechanic  Glaziers  Iron Workers  Laborers  Millwrights
- Operating ENG  Painters  Pile Drivers  Pipe Trades  Plasterers  Roofers
- Sheet Metal  Sound/COMM  Surveyors  Teamster  Tile Workers

**TIME AND MATERIALS WITH NO FIXED FEE**

ALL INVOICES WITH PAYMENTS FOR **TIME AND MATERIALS** MUST BE SUPPORTED/BACKED UP BY **TIME SHEETS**.

**NOTE:** THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE **TIME SHEETS**.

**TWIC CARD:**

Contractor must ensure that any of its employees performing work under this contract in and around Port property procure and maintain a Transportation Worker Identification Credential (TWIC) card. The card is to be purchased and maintained at contractor expense. TWIC enrollment details can be found at [www.tsa.gov/for-industry/twic](http://www.tsa.gov/for-industry/twic) or by phone at (855) 347-8371.

**SCHEDULE:** The Bidder awarded the contract shall prepare and submit to the Construction and Maintenance Division five (5) copies of the bidder's Construction Baseline Schedule (the Schedule) within 14 (fourteen) calendar days after issuance of the Purchase Order. The Schedule shall show the dates on which each part or division of the work is expected to be started and completed, and shall show all submittals which constrain any work activity, allowing a minimum of 14 (fourteen) calendar days for the Project Manager's review of each submittal unless a longer period of time is specified elsewhere in these contract documents. The bidder shall also submit a separate listing of all submittals required under the contract, showing when each submittal will be submitted. The work activities making up the schedule shall be of sufficient detail to assure that adequate planning has been done for the proper execution of the work and such that, in the sole judgment of the Construction and Maintenance Division it provides an appropriate basis for monitoring and evaluating the progress of the work. Submittal and approval of the schedule in accordance with the requirements of this section is a condition precedent to the receipt of any payments from the City of Los Angeles under this contract.

The schedule shall show the sequence, duration, and interdependence of activities required for the complete performance of all work. The schedule shall begin with the date of issuance of the Purchase Order and conclude with the contract completion date based on the Harbor Department completion time required for each project.

**FAMILIARITY WITH PLANS AND SPECIFICATIONS.** It shall be the responsibility of the Contractor to be thoroughly familiar with all details of the Project, including the work of the Contractor's forces and all Subcontractors. The Contractor shall call the following to the attention of City of Los Angeles Harbor Department Representative in writing within twenty-four (24) hours of discovery, before any Work is performed:

- 1) Errors and omissions in the Plans and Specifications, including, but not limited to, code violations, typographical errors and notational errors where ambiguity or inadequate description exists;
- 2) Work on the Plans or in the Specifications which, if so constructed, would result in a conflict of interference with other Work or the Work of other trades, including the location of fixtures and equipment;
- 3) Existing improvements visible at the job site, for which no existing disposition is made on the Plans or in the Specifications but which could reasonably be assumed to interfere with the satisfactory completion of the improvements contemplated by the Plans and Specifications.

Failure to notify shall constitute a waiver by the Contractor of any claim for delay or other damages occasioned by such defect. If the Contractor proceeds with the Work without instructions from the City of Los Angeles Harbor Department Representative, the incorrect Work shall be removed and corrections made to comply with the City of Los Angeles Harbor Department Representative's instructions, at no cost to the City.

**ACCURACY OF PLANS AND SPECIFICATIONS.** Omissions from the Plans and Specifications shall not relieve the Contractor from the responsibility of furnishing, making, or installing all items required by law or usually furnished, made, or installed in a project of the scope and character indicated by the Plans and Specifications.

The Plans show conditions as they are supposed or believed by the City of Los Angeles Harbor Department Project Manager (PM) to exist, but it is not intended or to be inferred that the conditions as shown thereon constitute a representation or warranty, expressed or implied, by the City or its officers, that such conditions are actually existent, nor shall the City, or any of its officers, be liable for any loss sustained by the Contractor as a result of any variance between conditions as shown on the Plans, and the actual conditions revealed during progress of the Work or otherwise, except as indicated in "Differing Site Conditions" of these General Conditions.

**SCOPE.** The work to be performed under this Contract shall consist of furnishing all tools, equipment, materials, supplies and manufactured articles, all transportation, services, including fuel, power and water, and essential communications, and the performance of all labor, Work, required calculations testing, inspections or operations,

or operations required for the fulfillment of the Contract, in strict accordance with the specifications, schedules, and Plans, all of which are made a part hereof, and including such detail sketches as may be furnished by the City of Los Angeles Harbor Department Project Manager (PM) from time to time during the construction in explanation of said Plans. The Work shall be complete and all material, and services incidentals, quality or not specifically called for quality

and conditions noted, in the Specifications, or not shown on the Plans, which may be necessary for complete and proper construction to carry out the Contract in good faith and a satisfactory manner shall be performed, furnished, and installed by the Contractor at no increase in cost to the City.

**LENGTH OF WORKDAY AND WORK WEEK.** Eight (8) hours of labor shall constitute a calendar day's work for employees of the Contractor under this Contract. Said employees shall be paid not less than the prevailing wage rate for the first eight (8) hours work of each day.

Unless noted elsewhere in the Contract documents, a working day shall be Monday through Friday, and work shall be between 7:00 a.m. and 4:00 p.m., unless otherwise approved by the City of Los Angeles Harbor Department Project Manager (PM) or the Board or revised by City Ordinance.

When work in excess of eight (8) hours per day, or forty (40) hours during any one (1) week is performed, wages for all hours over eight (8) hours in any day or over forty (40) hours during any one (1) week shall be paid at the prevailing wage rate, as required by City, state and federal requirements.

**PERMITS.** The Contractor shall obtain and pay for all permits necessary for performance of the Work. Within thirty (30) calendar days after the Notice to Proceed, the Contractor shall obtain and pay all costs incurred and submit to the City of Los Angeles Harbor Department Project Manager (PM) copies of all permits required for the construction and installation of all Work called for on this project.

**CONTRACTOR'S OBLIGATIONS.** Only competent workers shall be employed on the Work. Any person employed who is found by the City of Los Angeles Harbor Department Project Manager (PM) to be incompetent, disorderly or otherwise objectionable, or who fails or refuses to perform Work properly, acceptably and as directed shall be immediately removed from the Work by the Contractor and not be reemployed on the Work.

If, at any time before the commencement or during the progress of the Work or any part of it, the Contractor's methods or appliances appear to the City of Los Angeles Harbor Department PM to be unsafe, inefficient, or inadequate for securing the safety of the workers, the quality of the Work required, or the rate of progress stipulated, the City of Los Angeles Harbor Department PM may order the Contractor to increase their safety and efficiency or to improve their character, and the Contractor shall comply with such orders at its own expense. Neither the making of such demands by the City of Los

Angeles Harbor Department PM nor the failure to make such demands shall relieve the Contractor of its obligation to secure the safe conduct of the Work, the quality of Work required, and the rate of progress stipulated in the Contract. The Contractor shall be fully responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

Where articles or materials are especially manufactured or fabricated for delivery under these specifications, the Contractor shall at all times employ such workforce, plant, materials, and tools as will be sufficient to complete the performance of the Contract and every part thereof within the time limits stipulated herein. If the Contractor fails to employ sufficient workforce, plant, materials, tools, or to maintain adequate progress, the City of Los Angeles Harbor Department PM may require an increase in

progress at any point or points or a modification of Plans and procedure in such a manner as to accelerate the Work. Failure to adequately staff the project shall be just cause for the City to terminate the Contract.

**CONTRACTOR'S REPRESENTATIVE AT THE SITE.** A technically qualified and English-speaking project representative shall be designated in writing as the Contractor's Representative at the job site, who shall supervise the Work and shall provide competent supervision of the Work until its completion.

The City of Los Angeles Harbor Department Project Manager (PM) reserves the right to disapprove any candidate named as the Contractor's Representative or alternate who fails to meet the provisions set forth herein. The City of Los Angeles Harbor Department PM reserves the right to remove, without any right to work on the project, either the Contractor's Representative or alternate, who in the sole opinion of the City of Los Angeles Harbor Department PM, has demonstrated incompetence, lack of ability, or other unsuitability to perform supervision of the Work.

If the Contractor's Representative or alternate leave the employ of the Contractor, the Contractor will be required to replace the individual(s) and fulfill the requirements of this Article within fifteen (15) calendar days. In no event shall any Work proceed in the absence of an approved representative.

All directions given by the City of Los Angeles Harbor Department PM to said representative or alternate shall be considered as having been given to the Contractor.

**WORKMANSHIP AND MATERIALS.** All materials, parts and equipment furnished by the Contractor for the Work shall be new, high grade and free from defects. Materials and work quality shall be subject to the City of Los Angeles Harbor Department Project Manager (PM) approval.

**INJURY AND ILLNESS PREVENTION – SAFETY MEASURES.** Safety is the responsibility of the Contractor. The Contractor shall observe and comply with the safety

provisions of all applicable laws, building and construction Codes, safety and health regulations of the California Code of Regulations, and with applicable City Safety Policies.

Every employer (Prime Contractor and/or Subcontractor) employed on the Project shall establish, implement, and maintain an effective Injury and Illness Prevention Program in accordance with Section 3203 of the General Industry Safety Orders.

Each Contractor/Subcontractor shall make the applicable Injury and Illness Prevention Program specific for site conditions and type of Work to be performed on the Project.

Each prime Contractor and Subcontractor working on the Project shall make its Injury and Illness Prevention Program available to the City of Los Angeles Harbor Department Project Manager (PM) prior to beginning any Work on the Project.

If a work procedure or site condition creates an immediate hazard to the health or safety of the public, City employees, property, or a licensee, the City may suspend all work on the project. Without prior

notice, the City may also correct such hazardous conditions using other forces or contractors, at the Contractor's sole expense. Any delays or impacts arising on the Work as a result of such an emergency shall be at the sole expense of the Contractor with no time extension, additional reimbursement for extended overhead, or interest on monies due, allowed for the Contractor.

First aid facilities and supplies shall be kept and maintained by the Contractor at the site of the Work.

The Contractor shall cause all persons within the construction area to wear protective helmets. In addition, all employees of the Contractor and its Subcontractors shall be provided with, and required to use, personal protective and lifesaving equipment set forth in California Construction Safety Orders and the OSHA Safety and Health Standards for Construction.

**NON-CONFORMING WORK.** Except as set forth in this Article, all non-conforming Work and materials, in place or not, shall be removed immediately from the site or corrected to conform to all requirements of the Contract Documents, by the Contractor, at the sole expense of the Contractor.

If the Contractor fails to remove, replace or correct any non-conforming Work or materials within seventy-two (72) hours of discovery, the City of Los Angeles Harbor Department Project Manager (PM) may cause such Work or materials to be removed and replaced. Such removal and replacement shall be at the sole expense of the Contractor with no entitlement to time extensions, additional reimbursement, extended overhead, or interest on monies due. In addition, all such cost shall be deducted from any amounts that are due or may become due to the Contractor.

Failure of the City of Los Angeles Harbor Department PM to notify the Contractor of any

non-conforming Work shall not constitute acceptance of any non-conforming Work. The Contractor's obligation to remove, replace or correct any non-conforming Work, whenever discovered, shall continue to the end of the guaranty-warranty period provided for in "Guaranty-Warranty" of the General Requirements. The City reserves and retains all rights and remedies at law against the Contractor and their Surety for correction of any and all latent defects discovered after the guaranty-warranty period.

Any delays or impacts arising on the Work as a result of construction, fabrication or delivery of non-conforming work or materials shall be at the Contractor's sole expense, with no time extension, additional reimbursement for extended overhead, or interest on monies due allowed.

Examination of covered Work may be ordered by the City of Los Angeles Harbor Department PM for any reason. The Work shall be uncovered by the Contractor and if such Work is found to be in accordance with the Contract Documents, the City will issue a Change Order authorizing payment for the cost of examination and replacement. If such Work is found to be not in conformance with the Contract Documents, the Contractor shall correct the non-conforming Work and the cost of examination and correction of the non-conforming Work shall be borne solely by the Contractor.

Failure of the Contractor to comply with the requirements of this Article shall constitute default of the Contract by the Contractor and the City may terminate the Contract as provided for in Termination of Contract by City (Contractor Default).

**NOTIFICATION OF HAZARDOUS SUBSTANCES.** The existing facilities or Jobsite may contain asbestos, PCBs, corrosives, carcinogens, or other hazardous materials. Should the Contractor or any of its Subcontractors, while performing Work on or in the vicinity of existing facilities, unexpectedly encounter any material identified in the California Code of Regulations, Title 8, as a hazardous material not shown on the Plans or addressed in the specifications, or have reason to believe that any other material encountered may be a hazard to human health and safety and/or the environment, the Contractor shall stop the Work, cordon off the affected area to secure entry, and shall immediately notify the City of Los Angeles Harbor Department Project Manager (PM). Removal and disposal of the hazardous material not shown on the Plans or addressed in the specifications, if the City of Los Angeles Harbor Department PM deems it necessary, will be done by and at the expense of the City. The City will provide the Contractor, upon request, with copies of Safety Data Sheets (SDS) covering hazardous materials identified by the Contractor that are encountered in existing facilities during the course of the Work and that are not removed by the City.

In the event that the Contractor is delayed in the completion of the Contract solely because of such hazardous materials or conditions not previously identified in the Contract Documents, the Contractor shall be entitled to an extension of time in accordance with "Unavoidable Delay" of these General Conditions.

For new construction Work and for all Contractor furnished supplies and equipment that

may contain hazardous materials, the Contractor shall develop and implement a written Hazard Communication Program for its employees in accordance with the California Code of Regulations. The Contractor's basic written Hazard Communication Program shall be submitted to the City of Los Angeles Harbor Department PM prior to the start of Work at the site, and shall be revised and kept current as required by the continuing progress of the Work. The Contractor's Hazard Communication Program shall also include the SDS for all hazardous materials the Contractor will be using at the facility. All provisions concerning SDS for hazardous materials shall be met before the hazardous material is delivered to the site.

The City of Los Angeles Harbor Department PM shall be provided with three (3) copies of the Contractor's written Hazard Communication Program, Contractor provided SDS, and all revisions and modifications thereto.

The Contractor and Subcontractors shall comply with all State and Federal statutes and regulations on training, handling, storage, public notification, and disposal of hazardous materials and hazardous wastes. In the event that the Contractor or its Subcontractors spills or releases hazardous materials, the Contractor shall immediately notify the City of Los Angeles Harbor Department PM and any required agencies of the spill or release and the Contractor shall stop the Work, and cordon off the affected area to secure entry. Removal and disposal of the hazardous material, if the City of Los Angeles Harbor Department PM deems it necessary, will be done by the City at the Contractor's expense. Further, the Contractor shall notify the City of Los Angeles Harbor Department PM when hazardous materials are brought on-site and when hazardous materials and hazardous wastes are removed from the site. Hazardous Materials brought on site shall be accompanied by four (4) copies of SDS, which shall be provided to the City of Los Angeles Harbor Department PM before such materials are unloaded.

**SHOP DRAWING / SUBMITTALS.** The CONTRACTOR shall furnish a schedule and list of all required submittals to the City of Los Angeles Harbor Department Project Manager (PM), in accordance to CONTRACTOR'S CONSTRUCTION SCHEDULE AND REPORTS of these GENERAL REQUIREMENTS, including required submittals by all Subcontractors.

Wherever called for in these Specifications or on the plans, or where required by the City of Los Angeles Harbor Department PM, the CONTRACTOR shall furnish to the City of Los Angeles Harbor Department PM for review, ten (10) copies of each submittal. The term "submittal" as used herein shall be understood to include detail design calculations, design drawings, shop drawings, fabrication and installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, samples, and similar items. Unless otherwise required, said submittals shall be submitted to the City of Los Angeles Harbor Department PM at a time sufficiently early to allow review of same by the City of Los Angeles Harbor Department PM and to accommodate the rate of Construction Progress required under the Contract without delaying the Contract Work and with due regard for the possibility of resubmittals. All submittals shall be in English.

All design or shop drawings or other submittals shall be accompanied by the standard "CONTRACTOR'S SUBMITTAL TRANSMITTAL" form. This form may be obtained in quantity from the City of Los Angeles Harbor Department PM at reproduction cost. Any submittal not accompanied by such a form, or where all applicable items on the form are not completed, or are incorrectly completed, may be returned, at the City of Los Angeles Harbor Department PM discretion, for resubmittal.

Shop Drawings shall show in detail the size, sections, and dimensions of all the member(s); the arrangement and construction of all connections and joints; all holes, straps, and other fittings required for attaching work and other pertinent details. When required, engineering computations shall be submitted. The CONTRACTOR shall be responsible for delivering reviewed copies of shop Drawings to all others whose work is dependent thereon. The CONTRACTOR shall maintain at the site of the Project, at all times, a complete file of approved Shop Drawings and manufacturers' data for this Project.

All CONTRACTOR submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR prior to submission to the City of Los Angeles Harbor Department PM. Each submittal shall be dated, signed, and certified by the CONTRACTOR as being correct and in strict conformance with the Contract Documents. No consideration for review by the City of Los Angeles Harbor Department PM of any CONTRACTOR'S submittal will be made for any items which have not been so certified by the CONTRACTOR. All noncertified submittals will be returned to the CONTRACTOR without action taken by the City of Los Angeles Harbor Department PM, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.

The City of Los Angeles Harbor Department PM review of CONTRACTOR'S submittal shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions and conformance to the Specifications. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in the submittal. Any fabrication or other work performed in advance of the receipt of accepted submittals shall be entirely at the CONTRACTOR'S risk and expense. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details.

- A. CONTRACTOR'S Submittals: CONTRACTOR'S submittals required for performance of Contracted Work, shall include, but are not limited to, the following:
1. Contract Price (Cost Breakdown)
  2. Construction Schedule and Notification to City of Los Angeles Harbor Department PM of completion of each milestone or percentage increment of the Work as required.
  3. Submittal Schedule

4. Daily Construction Reports
5. Shop Drawings and Structural Calculations.
6. Manufacturer's Data and Specifications.
7. Samples
8. Templates
9. Certificate of Compliance
10. Construction Photographs
11. Substitutions
12. Record Drawings and Record Project Manual
13. Operation & Maintenance Manuals
14. Stock Materials, Spare parts, tools
15. Material Testing Results
16. Daily Statements of cost-plus percentage Change Order
17. **[Survey grade sheets]**
18. Copies of Notice-To-Correction or Notice of Non-Compliance from governing authorities.
19. Maintenance Logs and Maintenance Schedule.

B. Administrative Submittals include, but are not limited to the following:

1. Permits
2. Request for Payments
3. Performance and Payment Bonds
4. Insurance Certificates
5. List of Subcontractors and proof of qualifications
6. Hazardous Communication Program.

7. Certified weekly payroll records.
  8. Ethnic Composition of Work Force Report.
  9. Third Party Testing Agency
- C. CONTRACTOR shall conform to the provisions of the Contract Document and as may be specifically directed by the Consultant or the City of Los Angeles Harbor Department PM.
1. Preparation and processing of submittals shall be coordinated with Contracted Work operations, which includes fabrication, purchasing and delivery of work items so as not to delay Contracted Work operations.
  2. In each copy of the Submittal, mark every applicable material, product, equipment, manufacturer's data, product information, color samples, rating or values, part and model numbers, etc. by red color circle. Each of the submittal items must be clearly distinguishable from other unrelated or similar items listed in the Manufacturer's Catalog or Technical Specifications, Manuals, etc.
- D. Coordination and Submittals:
1. Carefully review and coordinate all aspects of each item being submitted.
  2. Carefully review contract drawings and technical sections, verify all work as laid out or indicated meeting the applicable codes and standards.
  3. Ensure ample time for reviewing and processing of the submittals by the CITY or other authorized agencies, delays resulting from improper and untimely submittals shall be the responsibility of the CONTRACTOR.
  4. Verify all site conditions and provide all required dimensions and measurements in Shop Drawings.

Where necessary, review the CITY'S comments, make changes and resubmit to local governing agencies for approval. Furnish the City of Los Angeles Harbor Department PM copies of the approved plans or drawings

**(ETHICS – FORMS CEC 50 AND 55)**  
**(ATTACHMENT “C”)**

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

**Original Filing**       **Amendment:** Date of Signed Original \_\_\_\_\_ Date of Last Amendment \_\_\_\_\_

Reference Number (Bid, Contract, or RAMP)	Awarding Authority (Department awarding the contract)
Bidder Name	
Address	
Email Address	Phone Number

## Certification

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date

# Form 55 Instructions



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## INTRODUCTION

Bidders who respond to certain City contract solicitations are limited by City law in their ability to spend money in connection with City elections. They are prohibited from making campaign contributions to and engaging in prohibited fundraising activity for City candidates and officeholders. They are also required to disclose their identities and the identities of their subcontractors and principals. Form 55 must be used for that purpose, and these instructions provide information about how to complete the form.

## CONTACT INFORMATION

All questions about Form 55 and the laws regarding bidders and contractors should be directed to the Los Angeles City Ethics Commission:

[ethics.commission@lacity.org](mailto:ethics.commission@lacity.org)

(213) 978-1960 phone

(213) 978-1988 fax

Whistleblower Hotline: (800) 824-4825

200 North Spring Street  
City Hall 24th Floor, Suite 2410  
Los Angeles CA 90012

[ethics.lacity.org](http://ethics.lacity.org)

## BIDDER RESPONSIBILITIES

A bidder is any person who bids on or submits a proposal or other response to a City contract solicitation, whether it involves a competitive or a non-competitive selection process.

You are a bidder required to complete Form 55 when all of the following apply:

- You submit a response or proposal for an RFP (request for proposals), RFQ (request for qualifications), RFB (request for bids), or any other written or verbal request to enter into a competitive or non-competitive City contract; and
- The contract is expected to be valued at \$100,000 or more; and
- The contract must be approved by an elected office (City Council, Mayor, City Controller, or City Attorney).

For purposes of Form 55, a **contract** is any agreement, franchise, lease, non-regulatory permit, land use license or easement, or concession with the City that meets the qualifications listed above. This includes an agreement for the performance of any work, service, or construction; the provision of any materials, goods, or equipment; the sale or purchase of property; and the making of grants. This also includes the selection of a pre-qualified list of persons to contract with the City if the RFQ's not-to-exceed amount is at least \$100,000 and the list selection requires approval by an elected City office. The definition does *not* include a contract with another government agency or a contract between a City proprietary department and an underwriting firm for a noncompetitive sale of revenue bonds.

Form 55 is used to disclose information about the following individuals and entities:

- You (the bidder);
- Your principals;
- Your subcontractors with subcontracts valued at \$100,000 or more; and
- The principals of those subcontractors.

The campaign finance restrictions and requirements in [Los Angeles City Charter § 470\(c\)\(12\)](#) and [Los Angeles Municipal Code § 49.7.35](#) apply to all of those individuals and entities. They are subject to the laws because of the positions they hold in relation to a City bid, not because they are disclosed on your Form 55. See section G for more information.

You are required to do all of the following:

1. **Submit** a completed Form 55 with your bid or proposal documents to the City department awarding the contract.
2. **Amend** your Form 55 within 10 business days if the information in the form changes after you submit it with your bid or proposal.
3. **Notify** your principals and subcontractors of the campaign finance restrictions and requirements that apply to them.

## PAGE 1: COVER PAGE AND BIDDER INFORMATION

You must complete all sections on the cover page.

### A. ORIGINAL OR AMENDED FILING

#### ORIGINAL FILING

Check this box if this is the first time you are submitting a Form 55 in connection with the City contract that you are currently seeking or have been awarded.

#### AMENDMENT

Check this box if you are making changes to a Form 55 that you previously submitted in connection with the same City contract that you are seeking or have been awarded. For an amended filing, you must provide the later of:

- The date that your original Form 55 submission was signed; or
- The date that your most recent amendment was signed.

**Example 1:** *Your law firm submitted a Form 55 last month when responding to an RFP from the City Attorney's Office for legal services. Your law firm is now responding to an RFP with the Port of Los Angeles for a different contract to provide legal services. Check the "Original Filing" box on the Form 55 submitted to the Port, because this is the first time your firm is submitting Form 55 in connection with the contract with the Port.*

**Example 2:** *Your company submitted a Form 55 last week when responding to an RFP from the Department of Water and Power (DWP) for construction services. This week, your company moved its offices to a new location. Your company is required to update its contact information on the Form 55 submitted with its proposal. On a new Form 55, check the "Amendment" box, because your company is submitting an updated version of the Form 55 that was already submitted in connection with the construction services contract.*

### B. REFERENCE NUMBER

If applicable, provide the bid number, contract number, RAMP ID, or other identifying number or code assigned to the bid or contract that you seek. You can usually find this number on the City solicitation package (e.g., the RFP documents). However, not all solicitations have a reference number.

If there is no reference number for the bid or contract, enter "N/A" in this box.

### C. DATE BID SUBMITTED

Enter the date that you submit your bid or response documents to the City department that will be awarding the contract.

## D. CONTRACT DESCRIPTION

Provide the following information in this section:

- Title of the RFP, RFQ, or RFB, as listed on the City solicitation documents; and
- Description of the services to be provided under the contract.

A brief description of the contract is usually given in the RFP, RFQ, RFB, or solicitation documents. If you cannot find one, describe what will be performed under the contract.

## E. AWARDING AUTHORITY

Provide the name of the City department that will be awarding the contract you seek.

## F. BIDDER INFORMATION

Provide all of the following information:

- Bidder's full legal name;
- Bidder's business address;
- Bidder's phone number; and
- Bidder's email address.

The email address and telephone number provided in this section will be used to contact you if there are questions about the information provided in your Form 55.

**Remember to amend your Form 55 to keep this information current.**

## G. SCHEDULE SUMMARY

---

### ITEM 1: BIDDER'S PRINCIPALS

Indicate whether you have one or more principals. Check only one box ("Yes" or "No").

A **principal** is any of the following:

- Board chair;
- President;
- Chief executive officer;
- Chief operating officer;
- An individual who serves in the functional equivalent of any of the above positions;
- An individual who holds an ownership interest of 20% or more; or
- An employee authorized to represent you before the City regarding this contract.

**Example 1:** You are putting together a proposal for a City contract on behalf of your employer, ABC, Inc. The proposal must include a Form 55. Because ABC, Inc. is an entity, you must check the “Yes” box and disclose ABC, Inc.’s principals on attached Schedule A pages.

**Example 2:** You are an individual submitting a proposal for a City contract and must complete a Form 55. You have two employees who are authorized to represent you before the City on this proposal. You must check the “Yes” box and disclose yourself and those employees as your principals on attached Schedule A pages.

All bidders who are entities are required to complete Schedule A. Most bidders are entities, so most bidders must check the “Yes” box and attach Schedule A pages to the cover page.

**Attach to the cover page as many Schedule A pages as necessary to identify all of your principals.**

---

## ITEM 2: SUBCONTRACTORS AND THEIR PRINCIPALS

Indicate whether you have one or more subcontractors with subcontracts valued at \$100,000 or more on the City contract you seek. Check only one box (“Yes” or “No”).

**Example 1:** Your construction company is submitting a response to a City RFP to provide construction services on a development project and must submit a Form 55. For the proposed project, you expect to hire ABC Company as a subcontractor that will perform \$50,000 worth of work and XYZ Corporation as another subcontractor that will perform \$200,000 worth of work. Check the “Yes” box and attach Schedule B pages to disclose XYZ Corporation and its principals.

**Example 2:** Your architecture firm is submitting a response to a City RFP to provide landscape design services at a new park, and a Form 55 is required. For the proposed project, you expect to hire two subcontractors: More Sunshine, Inc., which will provide consulting services worth \$30,000; and Beautiful Parks Company, which will perform \$85,000 worth of the work. Check the “No” box, indicating that you do not have any subcontractors with subcontracts valued at \$100,000 or more.

**Attach to the cover page as many Schedule B pages as necessary to identify all of your subcontractors and their principals.**

---

## ITEM 3: TOTAL NUMBER OF PAGES SUBMITTED

Enter the total number of Form 55 pages that you are submitting, including the cover page and all attached Schedule A and B pages.

## H. CERTIFICATION

Form 55 must be signed by an authorized representative of the bidder. By signing this section, you are certifying under penalty of perjury all of the following:

- You understand and will comply with the requirements and restrictions in [Los Angeles City Charter § 470\(c\)\(12\)](#) and [Los Angeles Municipal Code § 49.7.35](#);
- You have notified your principals and subcontractors of the requirements and restrictions; and
- The information you provided in the Form 55 and all attached pages is true and complete to the best of your knowledge and belief.

## PAGE 2: SCHEDULE A – BIDDER'S PRINCIPALS

You must complete this section if you have principals. If you are an entity, this section is required. You must disclose the name, title, and business address for each of your principals. For a definition of "principal", see the instructions for Page 1, Section G.

If you need more space, mark the box indicating that you are attaching additional Schedule A pages. You may attach as many additional Schedule A pages as necessary to disclose all of your principals.

**Remember to include all Schedule A pages in the total page count on your cover page and attach them to the cover page.**

## PAGE 3: SCHEDULE B – SUBCONTRACTORS AND THEIR PRINCIPALS

You must complete this section if you will have subcontractors with subcontracts worth \$100,000 or more. You must disclose the names and business addresses of those subcontractors and the names, titles, and business addresses of their principals. For a definition of "principal", see the instructions for Page 1, Section G.

You must submit at least one Schedule B page for each subcontractor. Provide the name and business address of the subcontractor, and then mark the appropriate box to indicate whether the subcontractor has principals.

If a subcontractor has more principals than will fit on one page—or if you have multiple subcontractors to disclose—mark the box indicating that you are attaching additional Schedule B pages. You may attach as many additional Schedule B pages as necessary to disclose all of your subcontractors with subcontracts worth \$100,000 or more and all of their principals.

**Remember to include all Schedule B pages in the total page count on your cover page and attach them to the cover page.**

# Prohibited Contributors (Bidders)

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

**Original Filing**       **Amendment:** Date of Signed Original \_\_\_\_\_ Date of Last Amendment \_\_\_\_\_

Reference Number (Bid, Contract, or RAMP): \_\_\_\_\_ Date Bid Submitted: \_\_\_\_\_

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):  
\_\_\_\_\_

Awarding Authority (Department awarding the contract): \_\_\_\_\_

Bidder Name: \_\_\_\_\_

Bidder Address: \_\_\_\_\_

Bidder Email Address: \_\_\_\_\_ Bidder Phone Number: \_\_\_\_\_

## Schedule Summary

Please complete all three of the following:

- |  |  |   |
|--|--|---|
| <p><b>1. SCHEDULE A – Bidder's Principals</b> <i>(check one)</i><br/>The bidder has one or more <b>PRINCIPALS</b>, as defined in LAMC § 49.7.35(A)(6).<br/>At least one principal is required for entities. <i>(If you check "Yes", Schedule A is required.)</i></p> | <p><b>Yes</b><br/><input type="checkbox"/></p> | <p><b>No</b><br/><input type="checkbox"/></p> |
| <p><b>2. SCHEDULE B – Subcontractors and Their Principals</b> <i>(check one)</i><br/>The bidder has one or more <b>SUBCONTRACTORS</b> on this bid or proposal with subcontracts worth \$100,000 or more. <i>(If you check "Yes", Schedule B is required.)</i></p>    | <p><b>Yes</b><br/><input type="checkbox"/></p> | <p><b>No</b><br/><input type="checkbox"/></p> |
| <p><b>3. TOTAL NUMBER OF PAGES SUBMITTED</b> (including this cover page): _____</p>  |  |   |

## Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:  
A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____

Check this box if additional Schedule A pages are attached.

## Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name
Subcontractor's Address

Please check one of the following options:

**This subcontractor has one or more principals.**     Yes\*     No

*\* Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Check this box if additional Schedule B pages are attached.

# REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NUMBER: 13096**

(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: OCTOBER 2, 2025**

## GENERAL CONDITIONS

READ CAREFULLY

1. **FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. **No telephonic, facsimile, or electronic bid is acceptable, unless otherwise indicated.** Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pier "A" Street, Wilmington, CA 90744. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.

All materials must be marked and tagged with the Contract number and be accompanied by packing list in detail. Material must be packed and shipped in conformity with tariff or classification requirements.

Prices on the contract include delivery to the division within building unless otherwise specified in the contract.

Prepaid charges for transportation must be accompanied by original expense bill marked paid and is not subject to transportation tax, due to the exemption permitted municipalities as indicated.
2. **TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
3. **SPECIFICATION CHANGES.** Vendor may request in writing that specifications be modified if its provisions restrict vendor from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All vendors will be notified by Addendum of any approved changes in the specifications.
4. **BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Vendor must describe variations in their Bid.
5. **AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the vendor. The City may make combined award of all items complete to one vendor or may award separate items to various vendors. Vendors may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
6. **PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
7. **PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
8. **DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
9. **DELIVERY:** If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the Director of Contracts and Purchasing immediately. Do not make delivery without his approval. Any correspondence, other than invoices, relating to this order must be sent to the Director of Contracts and Purchasing.
10. **INSPECTION:** All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to accrued charges.
11. **INVOICING:** The point of free delivery, terms, contract number, name and address of department must appear on all invoices.

Materials shall be listed separately on invoices covering repairs or installation service.

The Harbor Department will not be responsible for services, materials, or supplies furnished without prior authorization from the Director of Contracts and Purchasing.

This contract must not be assigned or transferred to anyone without the written approval of the Director of Contracts and Purchasing.

Discount period to be computed from date of receipt of invoice, or complete acceptance of goods or services, whichever is the later date.

In case of delay of payment beyond 30 days after acceptance of goods or services or date of invoice, whichever is later, please write the Harbor Department Accounting Section giving the contract number, stating to which division and on what date delivery was made.

Harbor Department may pay on partial deliveries, but right is reserved by the Director of Contracts and Purchasing to require complete delivery before payment.
12. **TIME AND MATERIALS WITH NO FIXED FEES: ALL INVOICES WITH PAYMENTS FOR TIME AND MATERIALS MUST BE SUPPORTED / BACKED UP BY TIME SHEETS.**

**NOTE: THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE TIME SHEETS.**
13. **CITY OF LOS ANGELES MUNICIPAL CODE:** All items must meet the requirements of the City of Los Angeles Municipal Code.
14. **PAYMENTS.** Payment terms are NET 30 days unless vendor quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
15. **ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Contracts and Purchasing.
16. **NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.

# REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NUMBER: 13096**

(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: OCTOBER 2, 2025**

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17. **SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.
18. **PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
19. **CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.
20. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.
21. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
22. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year purpose. The City's fiscal year ends on June 30<sup>th</sup> of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.
23. **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Vendor is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

THE END

No. 285 Rev. 07/15-116