

TO: HARBOR DEPARTMENT PURCHASING OFFICE  
500 Pier "A" Street  
Berth 161  
Wilmington, CA 90744

BID NO. F-1056 Page 1  
Show this number on envelope

Contract No. 39898

1. COMPLETE CONTRACT

This entire Bid Request shall become the contract upon its execution by the Executive Director on behalf of the Harbor Department of the City of Los Angeles. The complete contract shall consist of the entire Bid (including Specifications), this page, terms and conditions, any addendums, and when required, CONTRACTOR'S BOND. Contractor will be provided with a copy of the executed contract.

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Contractor agrees, upon acceptance of this offer by the City, to furnish the goods and services herein specified according to the terms and conditions as set forth herein.

3. AMOUNT TO BE PAID

The City agrees to pay the contractor for the goods or services in the manner described in the paragraph entitled "PAYMENTS" on the reverse side of this form. Unless otherwise indicated by the Bidder, remittance by the City for goods or services will be made to the address below.

4 CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

When alternative provisions are requested, or options are offered, the contractor will be notified as to which provision, or option, is Being accepted when notification is sent that the Contractor is the successful bidder.

5 DECLARATION OF NON-COLLUSION

The undersigned certifies (or declares) under penalty of perjury that this bid 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 that the bidder has not in any manner sought by collusion to secure any advantage over other bidders.

6. 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.

EXECUTED AT: Yorba Linda, CA ON THE 4th DAY OF September, 2019  
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name California Waters Development, Inc. dba California Waters

Phone 949-528-0900 Fax 949-528-0910

Address 23311 E La Palma Ave, Yorba Linda, CA 92887

Street City State Zip

Signature Jeffrey Barman Printed Name Jeffrey Barman Printed Title Vice President

Signature Jeffrey Barman Printed Name Jeffrey Barman Printed Title Secretary

Signature Jeffrey Barman Printed Name Jeffrey Barman Printed Title Secretary

(Approved Corporate Signature Methods)

(AFFIX CORPORATE SEAL HERE)

a) **Two signatures:** One by Chairman of Board of Directors, President, or a Vice-President **AND** one by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.

b) **One signature:** By corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign.

NOTARIZATION: Bids executed outside the State of California must be sworn to and notarized below.

County of _____ State of _____ S.S. Subscribed and sworn this date _____, 201 <u>9</u> Notary Seal _____ Signature _____	In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below. By _____ Executive Director Harbor Department Date _____	Approved as to form and legality <u>January 17, 2020</u> City Attorney BY <u>[Signature]</u> Deputy
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## FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-1056**

<p><b><u>SUBMIT BID TO:</u></b> Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744</p> <p><b><u>OFFICE HOURS:</u></b> 7:30 a.m. – 4:30 p.m. Monday through Friday (excluding Holidays)</p>	<p><b>BID DUE BEFORE 2:00 P.M. THURSDAY, SEPTEMBER 5, 2019</b></p>
<p><b>Buyer: Jane Ugalde, Management Analyst</b> <b>T: (310) 732-3016, E-mail: jugalde@portla.org</b></p>	<p><b>BIDS WILL BE PUBLICLY OPENED</b></p>

ALL ITEMS REQUESTED MAY BE QUOTED AS "OR EQUAL".  
AFFIRMATIVE ACTION – AN APPROVED AA PLAN OR CERTIFICATION, IF NOT ON FILE, WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
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**BIDS** are requested for the annual requirements of the Los Angeles Harbor Department for **MAINTENANCE & REPAIR, SPRAY PARK EQUIPMENT** to be furnished and delivered as may be upon the execution of the contract for a period of one-year from the date of contract execution, including two, one-year renewal options, subject to the approval of the Executive Director.

PRICE TO INCLUDE ALL DELIVERY CHARGES AND FEES EXCLUDING SALES TAX.

**MAINTENANCE OF SPRAY PARK EQUIPMENT**

The line items below reflect the required scheduled maintenance of various spray park equipment at the Wilmington Waterfront Park located at 1004 West C Street, Wilmington, CA 90744. This includes three(3) fountains(Adventure, Splash and West) at this location, of which, the various equipment operate. The vendor shall be required to provide labor, parts, materials, and equipment necessary to perform the stated scope of work. Parts, materials, and/or additional repair work shall be quoted separately, as applicable. The maintenance contract does not include the purchase of parts or labor for equipment that requires replacement of the entire component.

Vendor, at minimum, shall be responsible for: 1) coordinating with Port staff for maintenance and any recommended repairs, 2) logging all work performed in the Maintenance Log book located at each location, and 3) disposing of used parts/materials. Any additional repair work required must be reviewed and approved by Port staff before any work can begin.

At minimum, quotes for parts and/or additional repair work shall include the following: 1) equipment name, 2) location, 3) itemized list of parts, quantity and unit price, 4) number of labor hours and applicable labor rate, and 5) time of completion.

<p>REQ. NO.: E190083 NOTIFY: P. Hazelett</p>	<p>STATE TIME OF DELIVERY: <u>10</u> DAYS AFTER RECEIPT OF ORDER TERMS: <u>1</u> % DISCOUNT FOR PAYMENT WITHIN <u>20</u> DAYS. BIDDER MUST SIGN THIS BID ON PAGE 1</p>
<p>PAGE 2</p>	

## FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1056  
(SHOW THIS NUMBER ON ENVELOPE)

- A. UV SYSTEMS;** Two (2) ETS-UV systems, Locations: Adventure and Splash Fountains
1. Labor, Bi-Annual Maintenance, For each ETS-UV system; To include the following:
    - Log system flow rate, influent pressure, and effluent pressure
    - Clean and inspect sight glass and wiper system
    - Run quartz wiper to clean sleeves and verify proper operation
    - Replace the wiper carriage assembly lead screw nut and blushing
    - Inspect and clean dust filters in cabinet
    - Shut down system and isolate chamber for service
    - Clean UV sensor quartz window
    - Remove and clean UV lamps
    - Inspect quartz thimble/sleeves
    - Clean chamber and remove/replace quad ring seal
    - Test and set power levels and UV intensity
    - Inspect anodes
  2. Labor, Annual Maintenance, For each ETS-UV System; To include the following:
    - Replace UV lamps
    - Replace quartz thimble/sleeves
    - Replace anodes
- B. CHEMICAL FEED SYSTEMS;** Three (3) chemical pumps, Locations: Adventure(2 qty) and West(1 qty) Fountains
1. Labor, Monthly Maintenance; For each chemical pump; To include the following:
    - Remove and clean chlorine injector to remove any calcification or buildup
    - Fine-tune chemical output to maintain chemical balance
    - Inspect suction and discharge tubing for wear
  2. Labor, Annual Maintenance, For each chemical pump; To include the following:
    - Disassemble and inspect pump wet-end for cleaning and overhaul with factory overhaul kit
    - Replace chemical suction and discharge tubing and connection kits
- C. CHLORINATION SYSTEM;** Two (2) Pulsar P-III System, Locations: Splash and West Fountains
1. Labor, Monthly Maintenance, For each Pulsar P-III System; To include the following:
    - Disassemble and inspect Pulsar chlorinator for proper wear
- D. FILTRATION SYSTEM;** Six (6) filter systems, Locations: Adventure, Splash and West Fountains
1. Labor, Annual Maintenance, For each filter system; To include the following:
    - Drain filter tanks and remove manway covers to inspect tank internal components
    - Inspect media throughout the filters for proper consistency, contamination and flatness
    - Install cleaned manway covers, fill tanks with water and bleed air from the system
    - Replace manway cover ring, fill tanks with water and bleed air from the system
    - Restart system and review for proper operation

## FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
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BID NO. F-1056  
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**E. SURGE TANK MAINTENANCE;** Locations: Adventure, Splash and West Fountains

1. Labor, Annual Maintenance; To include the following:
  - Drain and clean surge tanks of debris
  - Replace make-up water fill valves
  - Inspect and confirm pump suction check valve operation
  - Inspect check valves

**F. CHEMICAL MONITORING AND DAILY MAINTENANCE;** Locations: Adventure, Splash and West Fountains; To be invoiced/billed on a monthly basis

1. Labor, Chemical Monitoring and Daily Maintenance, Five (5) times weekly (Monday through Friday) as stated below during peak season (May through end of September) within the hours of 7:00 am and 4:00 pm;
2. Labor, Chemical Monitoring and Daily Maintenance, Three (3) times weekly (Monday, Wednesday, and Friday) as stated below during off-season (October through end of April) within the hours of 7:00 am and 4:00 pm

To include the following:

- Inspect and clean all pump strainers as required during daily visits
- Inspect and clean return drains once daily
- Review filtration pressure differentials and backwash filters as required during daily visits
- Monitor and log filtration, influent & effluent pressures
- Monitor and log filtration flow-rates
- Test, record and adjust alkalinity and calcium hardness within both Saturation Index and Ryznar Indexes
- Testing is to be completed with an approved photometric test kit
- Document the above indexes on a daily basis per site log
- Introduce chemicals required to maintain proper water balance; Sodium Bicarbonate (to raise total alkalinity) and Calcium Chloride (to raise calcium hardness)
- Monitor chemical inventory levels (Briquettes, Shock, and Acid)
- Other chemicals as needed
- The following chemicals shall be supplied to the vendor by the Harbor Department:
  - Chlorine and pH control chemicals on an as needed basis
  - Muriatic Acid 31.5% - 1 gallon size
  - Pool Chlorine liquid - 1 gallon size
  - Pulsar Plus Briquettes (Tablets) - 50 LBS Drum

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CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1056  
(SHOW THIS NUMBER ON ENVELOPE)

Line	Qty	UOM	Description	Unit Price	Extended Price
1	4	LOT	LABOR, UV SYSTEM, BI-ANNUAL MAINTENANCE, FOR EACH ETS-UV SYSTEM; AS DESCRIBED IN SECTION A1	\$ 1750	\$ 7000
2	2	LOT	LABOR, UV SYSTEM, ANNUAL MAINTENANCE, FOR EACH ETS-UV SYSTEM; AS DESCRIBED IN SECTION A2	\$ 2400	\$ 4800
3	36	LOT	LABOR, CHEMICAL FEED SYSTEM, MONTHLY MAINTENANCE; FOR EACH CHEMICAL PUMP; AS DESCRIBED IN SECTION B1	\$ 150	\$ 5400
4	3	LOT	LABOR, CHEMICAL FEED SYSTEM, ANNUAL MAINTENANCE; FOR EACH CHEMICAL PUMP; AS DESCRIBED IN SECTION B2	\$ 850	\$ 2550
5	24	LOT	LABOR, CHLORINATION SYSTEM, MONTHLY MAINTENANCE, FOR EACH PULSAR P-III SYSTEM; AS DESCRIBED IN SECTION C1	\$ 150	\$ 3600
6	6	LOT	LABOR, FILTRATION SYSTEM, ANNUAL MAINTENANCE, FOR EACH FILTER SYSTEM; AS DESCRIBED IN SECTION D1	\$ 400	\$ 2400
7	3	LOT	LABOR, SURGE TANK MAINTENANCE, ANNUAL MAINTENANCE; AS DESCRIBED IN SECTION E1	\$ 1000	\$ 3000
8	52	LOT	LABOR, CHEMICAL MONITORING AND DAILY MAINTENANCE, FIVE (5) TIMES WEEKLY; PRICE PER WEEK; AS DESCRIBED IN SECTION F1	\$ 2000	\$ 104,000
9	52	LOT	LABOR, CHEMICAL MONITORING AND DAILY MAINTENANCE, THREE (3) TIMES WEEKLY; PRICE PER WEEK; AS DESCRIBED IN SECTION F2	\$ 1350	\$ 70,200



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CITY OF LOS ANGELES  
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BID NO. F-1056  
(SHOW THIS NUMBER ON ENVELOPE)

Line	Description	Unit Price
11	PARTS AND MATERIALS NEEDED TO COMPLETE MAINTENANCE AND/OR REPAIR OF SPRAY PARK EQUIPMENT	PER EACH

Contractor's supplier's invoice plus 20 % mark-up (not to exceed 20%)

Prices charged the City are based on a Cost Plus Percentage Mark-Up to the supplier's net/cost price, as indicated on invoices from the manufacturer, distributor, sub-supplier, or other supply chain source. Percentage mark-up is to remain firm for the duration of the contract.

A copy of each manufacturer's, distributor's, sub-supplier's, or other supply chain source's invoice pertaining to the specific City Sub-Purchase Order shall be submitted with the contractor's invoice. Failure to submit invoice copies may be considered a Breach of Contract, and will result in payment delays, or non-payment of the contractor's invoice.

The "Price Agreement Conditions" herein shall apply to discounts/mark-ups quoted.

### Mandatory Pre-Bid Conference and Job Walk

There will be a MANDATORY Pre-Bid Conference and Job Walk for all Bidders. VENDORS NOT IN ATTENDANCE WILL NOT BE ALLOWED TO BID ON THIS PROJECT.

**Date:** Thursday, August 22, 2019  
**Time:** 9:00 a.m.  
**Location:** Port of Los Angeles  
Contracts and Purchasing Division, 1<sup>st</sup> Fl. Conf. Rm.  
500 Pier A St., Wilmington, CA 90744

The purpose of the Pre-Bid Conference 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.

Should bidder have any questions about the requirements contained within the bid, please e-mail them no later than **Tuesday, August 20, 2019** to Buyer, Jane Ugalde, at [jugalde@portla.org](mailto:jugalde@portla.org).

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1056  
(SHOW THIS NUMBER ON ENVELOPE)

## BIDDER'S INSTRUCTIONS

**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.

It shall be the bidder's responsibility to provide one (1) original and one (1) copy of the completed Quotation documents. The original and all copies shall include 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.

**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 Los Angeles Business Assistance Virtual Network website – [www.labavn.org](http://www.labavn.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.

### 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.

**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.

### SUPPLIER CONTACT INFORMATION:

Contact Person: Jeffrey Barman  
Title: Vice President  
Telephone No.: 949-528-0900  
Fax No.: 949-528-0910  
E-Mail Address: jbarman@californiawaters.com  
24 Hour Contact No.: 949-528-0900



## FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1056  
(SHOW THIS NUMBER ON ENVELOPE)

### CONTRACTUAL TERMS SECTION

**PRICE AGREEMENT CONDITIONS.**(Discount/Mark-up Items) Prices charged the Harbor Department are based on a percentage discount from or mark-up to the manufacturer's published price list. Percentage discount/mark-up is to remain firm for the duration of the contract, but said Manufacturer's Price Lists are subject to fluctuation in accordance with changes as issued by the Manufacturer. Price Lists which are submitted with BID must be current in effect at time of BID opening and shall not be subject to change for a period of sixty (60) days after bid opening.

If the prices on the Price List are raised, the Harbor Department reserves the right to accept such raises or to cancel such items from the contract. The Harbor Department is to be given benefit of any decline in prices immediately upon the manufacturer's effective date of such decline. Changes in Price List shall be effective on the date designated on the Price List or upon receipt by the Harbor Department Purchasing Office, whichever is later. Increases in Price Lists shall not be retroactive.

Specifications and conditions in the BID shall supersede any conflicting conditions in PRICE LISTS.

Three (3) additional copies of the Price List(s) will be required to be submitted by the successful bidder prior to award of a contract. In addition, four (4) copies of any new or revised Price List(s) must be sent immediately to the Harbor Department Purchasing Officer, 500 Pier A Street, Wilmington, CA 90744. Price List shall show vendor's name along with the City Contract or Purchase Order Number.

**- WHEN QUOTING INTERNET / ON-LINE CATALOGS AND PRICE LISTS:**

The bidder shall provide, in its quotation, access to a secured (https) website for the City of Los Angeles Purchasing Agent to identify and confirm product prices online. The online price list must have a cross reference or search function to identify items and prices by Product/Part Number and/or Product Description.

The successful bidder shall provide website access to all City customers placing orders. The website must allow for printing any page on the customer's computer screen so as to create a "hard copy" record of the items and prices. City staff is required to print the price page for each item ordered and attach it to their Purchase Order for City auditing purposes.

**- WHEN NO CATALOG OR PRICE LIST EXISTS:**

When manufacturer's price lists do not exist or are not otherwise available for Cost Plus Mark-Up contracts, the following shall apply:

Prices charged the City are based on a Cost Plus Percentage Mark Up to the supplier's net/cost price, as indicated on invoices from the manufacturer, distributor, sub-supplier, or other supply chain source. Percentage mark-up is to remain firm for the duration of the contract, including renewal option periods.

A copy of each manufacturer's, distributor's, sub-supplier's, or other supply chain source's invoice pertaining to the specific City Sub-Purchase Order shall be submitted with the contractor's invoice. Failure to submit invoice copies may be considered a Breach of Contract, and will result in payment delays, or non-payment of the contractor's invoice.

## FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1056  
(SHOW THIS NUMBER ON ENVELOPE)

- For auditing/price verification purposes, the vendor may be asked to provide any of the following to verify part pricing to the Port: page # where price is located, print out of web page pricing, excel row # for submitted excel price lists and/or copy of manufacturer's, distributor's, sub-supplier's, or other supply chain source's quotation.

**ESTIMATED EXPENDITURE:** Total expenditures under this contract are estimated to be **\$180,000.00** annually. No guarantee can be given that this total will be reached or that it will not be exceeded. Vendor agrees to furnish more or less at the unit prices quoted in accordance with actual requirements throughout the contract period, however, this amount may not be exceeded without prior written approval from the Board of Harbor Commissioners in the event the amount exceeds \$150,000.

**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.

**RENEWAL OPTION.** (Discount/Mark-up Lines) State if you will grant the Harbor Department the option to extend any contract awarded hereunder for a period of one or two years, from the date of expiration, under the same terms and conditions, and at the same percentage discount off the applicable manufacturer's price list as stated herein. Option(s) granted will not be considered as a factor in awarding contracts.

    Yes     (Yes, No) Option granted for one additional year.

    Yes     (Yes, No) Option granted for second additional year.

If any renewal option granted herein is exercised the Harbor Department will so notify the Contractor, in writing, prior to the expiration date.

**RENEWAL OPTION.** (Fixed Price Lines) State if you will grant the Harbor Department the option to extend any contract awarded hereunder for a period of one or two additional years from the date of expiration, under the same terms and conditions, subject only to price changes which can be justified by increases in vendors costs but not to exceed the percentage stated below. Option(s) granted will not be considered in awarding contracts.

    Yes     (YES or NO) Option granted for one additional year at a price increase not to exceed     4     %.

    Yes     (YES or NO) Option granted for second additional year at a price increase not to exceed     5     % over first option year prices.

It is agreed that if any renewal option granted herein is exercised, the City will notify the contractor prior to the expiration date. Escalating factors in options will not be automatically granted. Any request for an increase in price must be substantiated by corresponding increases in vendor's costs, and submitted, in

## FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1056  
(SHOW THIS NUMBER ON ENVELOPE)

writing, to the Director of Contracts & Purchasing. No increase will be granted without prior approval of the Director of Contracts & Purchasing.

**MISCELLANEOUS PURCHASES.** The Harbor Department requests the option to purchase miscellaneous related parts and supplies, in conjunction with the purchase of items covered by the contract, under the condition that such items may be purchased in amounts not to exceed \$500.00 per order, per invoice.

Check one:

Option Granted:  Option Not Granted:

**NEW AND UNUSED.** The equipment furnished shall be new and unused, current model.

**WARRANTY.** Terms of warranty on equipment offered. Free PARTS & SERVICE (LABOR) for defective parts and workmanship for the following time period after equipment has been accepted(specify time period): 1 year on fixed parts (eg, a motor) and 90 days on  
consumable parts (eg, a seal).

**PRE-AWARD CONFERENCE.**

Prior to award of contract the successful bidder will be required to attend a pre-award conference to be scheduled at a later date. The intent of this meeting will be to discuss contract regulations, specifications, invoicing, delivery times, etc., in order to insure successful administration of the contract.

**POST-AWARD MEETINGS.** After notification of award, the successful bidder will be required to attend periodic meetings with the Construction & Maintenance Division. The intent of the meeting is to discuss any pre-construction requirements, status updates, or other project related issues.

**CONTRACTOR'S LICENSE.** In accordance with Section 7028.15 of the Business and Professions Code, bidder must provide the following information:

Contractor's License No.: 958960

Class: C-53, A, D-35, Expiration Date: 3/31/21  
others.

**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**.

**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.

## FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1056  
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### DIR REGISTRATION.

ALL CONTRACTORS MUST HAVE A CONTRACT REGISTRATION NUMBER THROUGH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS.

A CONTRACTOR AND SUBCONTRACTOR MAY NOT SUBMIT A BID PROPOSAL FOR A PUBLIC WORKS PROJECTS UNLESS REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. BID PROPOSAL WILL BE DEEMED NON RESPONSIVE.

The prevailing rate of per diem wages and rates for legal holidays and overtime work for each craft, classification or type of workers needed in the execution of any contract to let under the Specifications has been determined by the Director of the Department of Industrial Relations (DIR) of the State of California pursuant to the provisions of the Labor Code of the State of California. The State of California has approved the City's Labor Compliance Program of enforcement of State prevailing wage laws and will allow the City to retain all penalty assessments for violation of these laws.

Pursuant to notice requirements effective January 1, 2015, all contractors and subcontractors must register with and meet requirements of the State of California DIR using the online application before bidding on the public works contracts in California. For the online application, visit <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

- a. No contractor or subcontractor may be listed on a bid proposal for a public works projects unless registered with the DIR pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1[a]).
- b. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.
- c. The Project is subject to compliance monitoring and enforcement by the DIR.

### **PREVAILING WAGES**

- a. The Contractor shall pay the general prevailing rate of per diem wages and rates for legal holiday and overtime work currently being paid in the area where the work is being performed.
- b. Pursuant to the provisions of the Labor Code of the State of California, the general prevailing rate of wages for each craft, classification or type of workers needed in the execution of contracts under the jurisdiction of the Board, shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California. Copies of the applicable Determinations may be obtained at or by request to the Department.
- c. When the Contractor has been determined to be in violation of Section 377 of the City Charter making applicable the provisions of the California Labor Code relating to the payment of not less than the prevailing per diem wages on public works, deductions may be made from moneys due or to become due the Contractor in the amount of twice the difference between such stipulated prevailing rates, and the amount paid to each wage worker for each Calendar Day, or part thereof, for which each worker was paid less than the stipulated prevailing wage rate.

## FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1056  
(SHOW THIS NUMBER ON ENVELOPE)

- d. The Contractor shall also comply with Section 1775 of the Labor Code providing for a penalty per day as determined by the Labor Commissioner for each Calendar Day, or part thereof, for which each worker was paid less than the prevailing wage.
- e. Contractor and subcontractors shall keep an accurate record showing the names and occupations of all workers employed by them in connection with any work done under the Contract, and the per diem wages paid to each of such workers, and shall keep such record open at all reasonable hours to the inspection of the Board and to the State Division of Labor Law Enforcement. The Contractor in all other respects shall comply with Section 1776 of the Labor Code.
- f. No later than the end of the work day following the day on which work was performed by the Contractor, or any subcontractor, the Contractor and applicable subcontractor(s) shall complete and furnish the Contractor Daily Field Report, included as Subsection 71 of this Section, to the Inspector. When work has been performed, the Contractor shall submit a form regarding all employees and equipment at the jobsite on the work day, and the Contractor shall submit a separate form for each subcontractor regarding each subcontractor's employees and equipment at the jobsite on the work day. Each field report shall:
  1. Identify the Project title, Specification number, name of the Contractor or subcontractor, and date on which the work was performed.
  2. Show the names of the workers and identify their applicable company affiliation (Prime Contractor, subcontractor, supplier, or vendor).
  3. Show the labor classification for each worker. If worker is an operating engineer or teamster, the Contractor or subcontractor must indicate which piece of equipment was operated by the worker.
  4. Show the Start Time and End Time for the worker listed, as well as the total hours worked by the worker on the work day.
  5. Show the type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable, utilized on the work day.
  6. Contain the printed name and title for the Contractor or subcontractor representative, and shall be dated and signed by same.
- g. Contractor shall submit the original (wet signature by Contractor or subcontractor) to the Inspector for review. If additional space is needed, a second form, with pages numbered accordingly, can be completed.
- h. The Inspector will compare the Inspector's records with the report submitted by the Contractor, discuss any apparent discrepancies with the Contractor, and reconcile the report (and have it re-submitted, if necessary). Once the report is agreed upon by the Contractor and

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CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1056  
(SHOW THIS NUMBER ON ENVELOPE)

Inspector, the Inspector prints his/her name on the report and dates and signs the report. Each party shall retain a copy of the report, signed by both parties.

- i. Certified payrolls from the Contractor and all subcontractors shall be submitted to the City weekly through the Department of Public Works Bureau of Contract Administration's Online Certified Payroll System (OCPS) and shall be accompanied by a Statement of Compliance, signed electronically on OCPS by the Contractor or the Contractor's agent attesting that the payrolls are correct and complete and the wage rates contained therein are not less than those set by the applicable wage determinations incorporated into the Contract. The City reserves the right to reject incomplete payroll reports and request re-submittal of complete reports.

### WAGE AND EARNING ASSIGNMENT ORDERS/NOTICES OF ASSIGNMENTS

- a. The Contractor and its subcontractors shall comply with all applicable state and federal employment reporting requirements for the Contractor's and/or subcontractor's employees.
- b. The Contractor and/or subcontractor shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally. The Contractor or subcontractor shall comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§5230 et. seq. The Contractor or subcontractor shall maintain such compliance throughout the term of the Contract.

Prime Contractor State of California DIR Registration No.:

1000001472

Subcontractor State of California DIR Registration No.:

X

Subcontractor State of California DIR Registration No.:

X

(Attach additional sheets if necessary)

**TECHNICAL CORRECTIONS.** The Executive Director or designee is authorized to make minor technical corrections or clarifications in order to effectuate the intent of this contract/bid.

### MATERIAL, EQUIPMENT, SERVICE

**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

## FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1056  
(SHOW THIS NUMBER ON ENVELOPE)

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.

**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.

**ILLUSTRATIVE AND TECHNICAL DATA.** When quoting other than the specified brand or when no brand is indicated, Bidder must submit with bid, complete illustrative and technical data on materials or equipment proposed to be furnished. Failure to furnish such data may void bid.

**MAKES, MODELS & BRAND NAMES.** Makes, Models & Brand Names referenced are for illustrative or descriptive purposes only, 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. Alternate Make, Model, Brand Names, and/or Catalog Number(s) must be indicated opposite each item in the space provided.

The specified Make, Model, and Brand Name must be furnished unless otherwise specified by bidder.

**HAND TOOLS AND SMALL EQUIPMENT INCIDENTAL TO THE WORK.** Hand tools, supplies, and other small items of equipment not considered consumable goods shall be furnished by the contractor at no expense to the City. Items in this category include, but are not limited to: wrenches, bars, lifting devices, hoses, ladders, remote communication devices, carts, dollies, portable lighting, equipment, disposable gloves/clothing, wheelbarrows, clay boxes, buckets, shovels, tool boxes, scaffolding, wiping rags, bags, and small containers. The City shall reimburse the contractor for materials and supplies consumed as part of the job, but materials and equipment that will remain in the possession of the contractor after completion of the work shall not be charged to the City. Hand tools, materials, supplies, or equipment not purchased or rented specifically for work under this contract will not be charged to the City.

**CONSTRUCTION MATERIALS.** Electrical, plumbing, H.V.A.C. and/or other construction materials, fixtures, devices, appliances, and equipment shall be UL\FM approved when applicable, and comply with the requirements of the City of Los Angeles Building Code (s).

**PAINT/ARCHITECTURAL COATINGS.** All paint/architectural coatings furnished to the City of Los Angeles Harbor Department must comply with all current requirements of the South Coast Air Quality Management District Rule 1113. Vendor certifies that the product offered complies with all requirements.

**CHEMICALS.** AS DIRECTED BY THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 AND THE HAZARDOUS SUBSTANCES INFORMATION AND TRAINING ACT OF 1980, VENDOR MUST PROVIDE A MATERIAL SAFETY DATA SHEET FOR ALL CHEMICALS FURNISHED. THE HARBOR DEPARTMENT RESERVES THE RIGHT TO REFUSE ALL DELIVERIES NOT ACCOMPANIED BY A MATERIAL SAFETY DATA SHEET.

## FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-1056**  
(SHOW THIS NUMBER ON ENVELOPE)

**SAFETY APPROVAL.** Electrical items listed herein shall have UNDERWRITER'S LABORATORY OR LOS ANGELES CITY ELECTRICAL TESTING LABORATORY approval and meet all current OSHA and CAL-OSHA requirements, where applicable.

**PRINTED LITERATURE.** Terms, conditions, and deviations from specifications contained within printed material/literature will not be accepted. Each deviation from the specifications must be stated in a letter, attached to the bidder's submittal.

**QUALIFICATIONS AND REFERENCES**

Provide a narrative describing your company's qualifications to perform the project work, including past (relevant) experience and at least three client references, with contact names and information. Include information regarding your company's experience involving the size and level of complexity of the proposed project/contract.

Why are you qualified?

California Waters was founded in 1999 to provide commercial and public accounts with maintenance and repair services for fountains, water features, splash pads and aquatics. We also construct and renovate splash pads. We have extensive public works experience, and we have the field and back office staffs in place to assist you.

**QUALIFICATION:**

To meet the minimum qualifications required and as part of the determination of responsive and responsible, the bidder must have demonstrated successful experience in providing related services as stated herein for at least ten (10) years.

The bidder shall complete requested information below and list a minimum of three (3) clients for which related services have been provided. Otherwise, your bid will be deemed non-responsive.

Company Name & Address	Contact Name & Phone #	Scope of Service & Date	Project Amount
1. County of Riverside	Mr. David Alvarez 951-955-3313	Deleo Sports Park Splashpad: Service and Repairs; 2019-Present	\$20,000/year/ approximate
2. City of Hawaiian Gardens	Ms. Ramie L. Torres 562-420-2641	Clarkdale Park Splashpad: Service and Repairs; 2019-Present	\$20,000/year/ approximate
3. City of Santa Monica	Mr. Christopher Oliver 310-458-8974	City-Wide Fountains and Water Features: Service and Repairs; 2014-Present	\$200,000/year/ approximate



## FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1056  
(SHOW THIS NUMBER ON ENVELOPE)

4.			
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The City reserves the right to contact these references and others to determine whether the bidder(s) has the minimum qualifications required for purposes of this bid. The City's decision in this regard will be final and binding.

### INDEMNIFICATION AND INSURANCE

#### Indemnification

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Vendor undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Vendor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Purchase Order by Vendor or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Purchase Order and those allowed under the laws of the United States, the State of California, and the City.

#### Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Vendor's insurance documents. KwikComply is the City's online insurance compliance system, designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. The advantages of KwikComply include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. Vendor's insurance broker or agent shall obtain access to KwikComply at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on Vendor's behalf.

#### Policy Copies

Upon request by City, Vendor must furnish copy of binder of insurance and/or full certified policy of any insurance policy required herein. Such request may occur outside of termination and/or expiration date

## FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1056  
(SHOW THIS NUMBER ON ENVELOPE)

of this contract.

### PRIMARY COVERAGE

The coverages submitted must be primary with respect to any insurance or self insurance of the City of Los Angeles Harbor Department. The City of Los Angeles Harbor Department's program shall be excess of this insurance and non-contributing.

If the Vendor maintains higher limits than the minimums shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

### ADDITIONAL INSURED

The City of Los Angeles Harbor Department, its officers, agents, and employees must be included as additional insureds in applicable liability policies to cover the City of Los Angeles Harbor Department's vicarious liability for the acts or omissions of the named insured. Such coverage is not expected to respond to the active negligence of the City of Los Angeles Harbor Department.

### NOTICE OF CANCELLATION

By terms of the contract, the contracting company agrees to maintain all required insurance in full force for the duration of the contractor's business with the City of Los Angeles Harbor Department. For each contractually required insurance, the Vendor shall give to the Board of Harbor Commissioners a 10-days prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-days prior notice of cancellation or reduction in coverage for any other reason, by written notice via registered mail and addressed to the City of Los Angeles Harbor Department, Attention: Risk Manager and the City Attorney's Office, 425 S. Palos Verdes Street, San Pedro, California 90731.

### RENEWAL

When an existing policy is timely renewed, you are encouraged to submit your renewal policy as soon as it is available to KwikComply. All renewals must continue to meet the policy conditions listed above. As a courtesy, Risk Management sends notifications of expiring or expired insurance. However, it is the responsibility of the contracting company to ensure evidence of insurance remains effective for the duration of the contract.

For further clarification on Insurance procedures, coverage information and documentation please go to <http://www.portoflosangeles.org/business/risk.asp>.

Vendor will be required to furnish, at its own expense and within TEN (10) days of notification of pending award, proof of insurance, in accordance with the types and in the minimum limits shown below:

### NOTE

FAILURE TO SUBMIT PROOF OF INSURANCE WITHIN (10) DAYS UPON RECEIPT OF NOTICE OF INTENT TO AWARD WILL DEEM THE BIDDER NON- RESPONSIVE AND THE PROSPECTIVE AWARD MAY BE CANCELLED.

## FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1056  
(SHOW THIS NUMBER ON ENVELOPE)

### General Liability Insurance

Vendor shall procure and maintain in effect throughout the term of this Purchase Order, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Vendor's normal limits of liability but not less than ONE MILLION Dollars (\$1,000,000) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Vendor. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Vendor's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

### Auto Liability Insurance

Vendor shall procure and maintain at its expense and keep in force at all times during the term of this Purchase Order, automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than ONE MILLION Dollars (\$1,000,000) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

Where City owned vehicles are in the custody of the Vendor for towing or hauling, Vendor shall additionally procure and maintain On-Hook Liability insurance, subject to the same terms as noted above. As a minimum, such coverage shall include, but not be limited, to damage for: Collision, Fire, Theft, Explosion and Vandalism.

Where City owned vehicles are in the custody of the Vendor for safekeeping, storage and repair, Vendor shall additionally procure and maintain Garagekeepers Legal Liability insurance in the amount of \$1,000,000, subject to the same terms as noted above.

### Workers' Compensation and Employer's Liability

Vendor shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to

## FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1056  
(SHOW THIS NUMBER ON ENVELOPE)

undertake self-insurance in accordance with the provisions of that Code, and that Vendor shall comply with such provisions before commencing the performance of the tasks under this Purchase Order. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Vendor shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Vendor, and for all employees of any subcontractor or other vendor retained by Vendor.

INITIAL HERE ACKNOWLEDGING INSURANCE REQUIREMENTS:

 (initial)

**Upon approval of insurance, contractor will receive written authorization to proceed.**

**NO WORK MAY BE PERFORMED WITHOUT SUCH WRITTEN AUTHORIZATION TO PROCEED**

**STORM WATER POLLUTION PREVENTION PLAN, SWPPP.** All work performed under any resulting contract within the Port of Los Angeles, as applicable, must be in accordance with the California Storm Water Best Management Practices (BMP) Handbooks. These practices prohibit the placement of any waste material resulting from the contractor's performance of work into the storm drain system as required by the City of Los Angeles Storm Water Pollution Prevention Plan (SWPPP) for Public Agency Activities.

A copy of the BMP Handbooks for 1) Construction 2) Industrial/Commercial and 3) Municipal Activities are available for review in the office of the Director of Environmental Management, 222 W. Sixth Street, 9<sup>th</sup> Floor, Topaz Building, San Pedro, California 90731.

**INSPECTION RESPONSIBILITY.** Bidder submittal constitutes acknowledgment of inspection of the work site to bidder's satisfaction, including, but not limited to site conditions and specification requirements.

**CARE & CUSTODY.** The contractor accepts full responsibility for the security against loss or damage to the equipment involved while in his\her possession or the possession of any of his\her agents. Contractor shall reimburse the Harbor Department for any loss or damage to Harbor Department equipment in his\her possession or the possession of any of his\her agent's.

**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

## FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1056  
(SHOW THIS NUMBER ON ENVELOPE)

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.

### DELIVERY

**DELIVERY.** Delivery is desired within 7 days after vendor receives order. If this time cannot be met, show in the space provided on the Bid Sheet the best delivery time you can guarantee. The Harbor Department reserves the right to make award based on delivery time quoted.

**DELIVERY POINT.** Prices to include all delivery charges, F.O.B. the Harbor Department, 1004 West C Street, Wilmington, CA 90744.

**NOTIFICATION.** The vendor shall notify the Requestor of the Los Angeles Harbor Department Construction and Maintenance Division not less than three (3) days in advance that the equipment is ready for delivery.

### FINANCIAL SECTION

**BILLING DISCOUNT TERMS.** Billing Discount terms offering 20 days or more will be considered in making evaluation for award.

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

**SALES TAX PERMIT.** Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: SR EA 103047564

**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

## FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1056  
(SHOW THIS NUMBER ON ENVELOPE)

INCLUDE ANY FEDERAL EXCISE TAX.

**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: California Waters

ADDRESS: 23311 E La Palma Ave, Yorba Linda, CA 92887

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.

**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. BTRC/BTRC Exemption Number: \_\_\_\_\_

0002665818-0001-1

**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.

### GENERAL RULES AND REGULATIONS

#### ENVIRONMENTAL MANAGEMENT SYSTEM

The Los Angeles Harbor Department (Port) is committed to managing resources and conducting Port development and operations in both an environmentally and fiscally responsible manner. The Port will strive to improve the quality of life and minimize the impacts of its development and operations on the environment and surrounding communities through the continuous improvement of its environmental performance and the implementation of pollution prevention measures, in a feasible and cost effective manner that is consistent with the Port's overall mission and goals, as well as with those of its customers and the community. To ensure this policy is successfully implemented the Port will develop an environmental management program that will:

1. Ensure this environmental policy is communicated to Port staff, its customers, and the

## FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1056  
(SHOW THIS NUMBER ON ENVELOPE)

- community;
2. Ensure compliance with all applicable environmental laws and regulations;
  3. Ensure environmental considerations are included in planning, property, financial, developmental, and operational decisions, including feasible and cost effective options for exceeding applicable requirements;
  4. Define and establish environmental objectives, targets, and best management practices and monitor performance;
  5. Ensure the Port maintains a Customer Outreach Program to address common environmental issues; and
  6. Fulfill the responsibilities of each generation as trustee of the environment for succeeding generations through environmental awareness and communication with employees, customers, regulatory agencies, and neighboring communities.

The Port is committed to the spirit and intent of this policy and the laws, rules and regulations, which give it foundation.

**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.

### **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.

### **SWEAT-FREE PROCUREMENT POLICY**

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6455 on October 19, 2006, agreeing to adopt provisions of Los Angeles City Ordinance 176,291, relating to Sweat-Free Procurement, Section 10.43 et seq. of the Los Angeles Administrative Code, as a policy of the Harbor Department. Contractor shall comply with the policy wherever applicable. Violation of the policy shall entitle the City to terminate any Agreement with Contractor and pursue any and all other legal remedies that may be available.

### **LOCAL BUSINESS PREFERENCE PROGRAM**

The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor Department's Local Business Preference Program (LBPP) aims to benefit the Southern

## FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1056  
(SHOW THIS NUMBER ON ENVELOPE)

California region by increasing jobs and expenditures within the local and regional private sector.

Vendors who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any bid for goods, materials, supplies, and related services valued in excess of \$150,000. The preference will be applied by calculating the bidder's price at 8% less than the quoted price. The Harbor Department will use the applied preference for bid tabulation only. Actual amount paid to the lowest bidder will be the price quoted by the lowest bidder meeting specifications.

The Harbor Department defines a LBE as:

- (a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. Headquartered shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties; or
- (b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

In order for Harbor Department staff to determine the appropriate LBE preference, Bidder shall complete, sign, notarize and submit the attached Affidavit and Bidder Description Form. The Affidavit and Bidder Description Form will signify the LBE status of the Bidder and subcontractors.

In the event of Bidder's noncompliance during the performance of the Contract, Bidder shall be considered in material breach of contract. In addition to any other remedy available to City under this Contract or by operation of law, the City may withhold invoice payments to Bidder until noncompliance is corrected, and assess the costs of City's audit of books and records of Bidder and its subcontractors. In the event the Bidder falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Bidder from participation in City contracts for a period of up to five (5) years.

### **ETHICS.**

Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders must submit CEC Forms 50 and 55 (provided in Attachments A and B) to the awarding authority at the same time the response is submitted. The forms require bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without completed CEC Forms 50 and 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these



## FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1056  
(SHOW THIS NUMBER ON ENVELOPE)

restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or [ethics.lacity.org](http://ethics.lacity.org).

**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. This applies even though such requirements may not be specifically mentioned in the Specifications or shown on the Plans.

**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 bidding, please state reason for not bidding and return bid to the Purchasing Office:

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# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1056  
(SHOW THIS NUMBER ON ENVELOPE)

## 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.
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.

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 on 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.
- 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.
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 Occupational 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.

## FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1056  
(SHOW THIS NUMBER ON ENVELOPE)

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



Eric Garcetti Mayor, City of Los Angeles

Board of Harbor Commissioners

Jaime L. Lee President

Diane L. Middleton Commissioner

Lucia Moreno-Linares Commissioner

Anthony Pirozzi, Jr. Commissioner

Edward R. Renwick Commissioner

Eugene D. Seroka Executive Director

August 28, 2019

**BID #F-1056: ADDENDUM #01**

**DESCRIPTION: "MAINTENANCE & REPAIR, SPRAY PARK EQUIPMENT"**

**BID OPENING DATE/TIME: THURSDAY, SEPTEMBER 5, 2019 @ 2:00 PM**

The above RFB is modified as follows:

**1) Scope of Work, Section E. Surge Tank Maintenance, 1. Labor, Annual Maintenance; To include the following:**

**Add:**

- Replace make-up water fill valves with the following: R600 Valve Assembly with Stem & Float- NPT x NPT, Mfr.: Control Devices, LLC, P/N: R600-1-1/2-5; Pipe Size(in): 1-1/2 NPT(Inlet)/1-1/2 NP(Outlet), Float Ball: R440-6, Stem(in): 1/4-20x10, Max. Inlet Pressure: 125 psi, Weight(lbs): 4.50

**2) Scope of Work, Section F. Chemical Monitoring and Daily Maintenance, To Include the following:**

**Add:**

- For Splash Fountain Only: Check the Carbon Dioxide(CO<sub>2</sub>) tanks if empty. Exchange empty tanks with full tanks. CO<sub>2</sub> tanks will be supplied by the Harbor Department.

Response to question(s) received from potential bidder(s):

**Question 1:** What is the name of the current vendor performing this service and what is their current monthly rate/fee for the same scope of work?

*Answer 1: The Port of L.A. Construction & Maintenance division is currently maintaining the park. Cost is unattainable as it is based on operational necessities.*

**Question 2:** What is meant by "Replace make-up water fill valves" in Section E.1. of the Scope of Work?

*Answer 2: Please refer to the above addition to the section.*

All other requirements, terms and conditions of the RFB shall remain the same. Questions regarding this RFB shall be directed to Jane Ugalde, Buyer, at (310) 732-3016 or by electronic mail at [jugalde@portla.org](mailto:jugalde@portla.org).

PLEASE INCLUDE THIS ADDENDUM WITH YOUR BID.

Regards,

A handwritten signature in cursive script, appearing to read "J. Ugalde".

Jane Ugalde  
Management Analyst

## AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information is true and correct and includes all material information necessary to identify and explain the operations of

---

California Waters Development, Inc. dba California Waters

as well as the ownership and location thereof. Further, the undersigned agrees to provide complete and accurate information regarding ownership in the named firm, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents in association with this contract."

**Local Business Preference Program:** Please indicate the Local Business Enterprise status of your company. Only one box must be checked:

LBE     Non-LBE

- A Local Business Enterprise (LBE) is: (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or (b) a business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. "Headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties.
- A Non-LBE is any business that does not meet the definition of a LBE.

Signature: \_\_\_\_\_



Title: Vice President

Printed Name: Jeffrey Barman

Date Signed: 9/4/19

## Contractor Description Form

**PRIME CONTRACTOR:**

Contract Title: Maintenance & Repair, Spray Park Equipment, RFB #F-1056  
Business Name: California Waters Development, Inc. dba California Waters  
Award Total: \$ 180,000 Estimated  
Local Business Enterprise: YES  NO  (Check only one)  
Address: 23311 E La Palma Ave  
City/State/Zip: Yorba Linda / CA / 92887 County: Orange  
Telephone: ( 949 ) 528-099 FAX: ( 949 ) 528-0910  
Contact Person/Title: Jeffrey Barman / Vice President  
Email Address: jbarman@californiawaters.com

**SUBCONTRACTOR:**

Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_  
Services to be provided: \_\_\_\_\_  
Local Business Enterprise: YES \_\_\_\_\_ NO \_\_\_\_\_ (Check only one)  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
County: \_\_\_\_\_  
Telephone: (    ) \_\_\_\_\_ FAX: (    ) \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**SUBCONTRACTOR:**

Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_  
Services to be provided: \_\_\_\_\_  
Local Business Enterprise: YES \_\_\_\_\_ NO \_\_\_\_\_ (Check only one)  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
County: \_\_\_\_\_  
Telephone: (    ) \_\_\_\_\_ FAX: (    ) \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**SUBCONTRACTOR:**

Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_  
Services to be provided: \_\_\_\_\_  
Local Business Enterprise: YES \_\_\_\_\_ NO \_\_\_\_\_ (Check only one)  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
County: \_\_\_\_\_  
Telephone: (    ) \_\_\_\_\_ FAX: (    ) \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**SUBCONTRACTOR:**

Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_  
Services to be provided: \_\_\_\_\_  
Local Business Enterprise: YES \_\_\_\_\_ NO \_\_\_\_\_ (Check only one)  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
County: \_\_\_\_\_  
Telephone: (    ) \_\_\_\_\_ FAX: (    ) \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

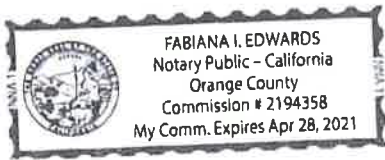
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Orange County }

On 9/4/19, before me, Fabiana Edwards, Notary Public, personally appeared Jeffrey Barman.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE

*Fabiana Edwards*

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of attached document**

Title or type of document: Affidavit of Company Status

Document Date: 9/4/19

Number of Pages: 3 total

Signer(s) Other than Named Above: *Jeffrey Barman*





City Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
Mail Stop 129  
(213) 978-1960

## Bidder Certification CEC Form 50

*This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.*

Original filing     Amended filing (original signed on \_\_\_\_\_; last amendment signed on \_\_\_\_\_)

**Bid/Contract/BAVN Number:**

RFB #F-1056

**Awarding Authority (Department):**

Harbor Department-Port of Los Angeles

**Name of Bidder:**

California Waters Development, Inc. dba California Waters

**Phone:**

949-528-0900

**Address:**

23311 E La Palma Ave, Yorba Linda, CA 92887

**Email:**

jbarman@californiawaters.com

### 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 a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
1. The performance of work or service to the City or the public;
  2. The provision of goods, equipment, materials, or supplies;
  3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
  4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(l):
    - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
      - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
      - ii. Could be provided by City employees if the awarding authority had the resources; or
      - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
    - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(l)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
  2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
  3. For construction contracts, public leases, or licenses—any value and duration.
- D. 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.


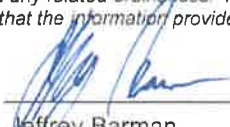
I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date: 9/4/19

Signature: 

Name: Jeffrey Barman

Title: Vice President

	<b>Ethics Commission</b> 200 N Spring Street City Hall — 24th Floor Los Angeles, CA 90012 (213) 978-1960 ethics.lacity.org	<h2 style="margin: 0;">Prohibited Contributors (Bidders)</h2> <h3 style="margin: 0;">Form 55</h3>
<i>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.</i>		
<input checked="" type="checkbox"/> Original filing <input type="checkbox"/> Amended filing (original signed on _____; last amendment signed on _____)		
<b>Reference Number</b> (bid or contract number, if applicable): RFB #F-1056	<b>Date Bid Submitted:</b>	
<b>Description of Contract</b> (title of RFP and services to be provided): Maintenance & Repair, Spray Park Equipment		
<b>City Department Awarding the Contract:</b> Harbor Department-Port of Los Angeles		
<b>BIDDER INFORMATION</b> Name: <u>California Waters Development, Inc. dba California Waters</u> Address: <u>23311 E La Palma Ave, Yorba Linda, CA 92887</u> Email: <u>jbarman@californiawaters.com</u> Phone: <u>949-528-0900</u>		
<b>SCHEDULE SUMMARY</b> <i>Please complete all three of the following:</i>		
<b>1. SCHEDULE A — Bidder's Principals (check one)</b> <input type="checkbox"/> The bidder is the individual listed above and has no other principals (Schedule A is not required). <input checked="" type="checkbox"/> The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.		
<b>2. SCHEDULE B — Subcontractors and Their Principals (check one)</b> <input checked="" type="checkbox"/> The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required). <input type="checkbox"/> The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.		
<b>3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page):</b> <u>2</u>		
<b>BIDDER'S CERTIFICATION</b> <i>I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.</i>		
Date: <u>09/04/2019</u>	Signature: 	
	Name: <u>Jeffrey Barman</u>	
	Title: <u>Vice President</u>	



Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
(213) 978-1960  
ethics.lacity.org

# Prohibited Contributors (Bidders) Form 55

## SCHEDULE A — BIDDER'S PRINCIPALS

Please identify the names and titles of all of 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.

Check this box if additional Schedule A pages are attached.

Name: Mark Pitman Title: President  
Address: 23311 E La Palma Ave, Yorba Linda, CA 92887

Name: Jeffrey Barman Title: Vice President  
Address: 23311 E La Palma Ave, Yorba Linda, CA 92887

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address \_\_\_\_\_

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Name \_\_\_\_\_ Title: \_\_\_\_\_  
Address \_\_\_\_\_