RECOMMENDED ACTION: 1) Approve the award and authorize the City Manager to execute a construction contract with Zusser Company, Inc. in the amount of $67,000 for the Water Bottle Filling Station Project, Specification No. 2076; and 2) Authorize the Public Works Director to approve potential change orders up to 20% of the Agreement amount.

FISCAL IMPACT: Funding in the amount of $67,000 was included in the Adopted Budget for Fiscal Year 2019-2020 in Account Nos. 100-4010-7300 (Parks Maintenance Leasehold Improvements), 500-7008-7300 (Legacy Park Leasehold Improvements), 710-0000-2270-29 (PNR Equipment Donations), and 710-0000-2270-33 (Insurance Claims).

WORK PLAN: This item was included as item 93 in the Adopted Work Plan for Fiscal Year 2018-2019 but was inadvertently omitted from the Adopted Work Plan for Fiscal Year 2019-2020.

DISCUSSION: On February 12, 2018, the Council approved the installation and funding of five water bottle filling stations (stations) at various City Parks. The project will replace four outdoor water fountains with state of the art water bottle filling stations at Malibu Bluffs Park, Las Flores Creek Park, Trancas Canyon Park, and Legacy Park. Additionally, the City received a $1,000 grant from West Basin Municipal Water District to replace the indoor water fountain at the Michael Landon Center with a new water bottle filling station.

On February 1, 2018, a fencing contractor who installed the temporary backstops for Malibu Little League, damaged the existing water fountain near the Whale Tail lookout.
The contractor paid the City for the damages and replacement water fountain in the amount of $5,245.

On August 29, 2019, the City advertised the project specifications for the Water Bottle Filling Station Project through the informal competitive bidding process. Two contractors submitted bids by the October 17, 2019, deadline including:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zusser Company Inc.</td>
<td>$66,501</td>
</tr>
<tr>
<td>Michael R.S. Omary</td>
<td>$39,800</td>
</tr>
</tbody>
</table>

Staff reviewed the bid from Zusser Company Inc. and found it to be in order and conformance with the bid requirements. Staff also verified the contractor’s license and contacted references for Zusser Company Inc. The bid submitted by Michael R. S. Omary was found to be non-responsive as it was incomplete and did not meet all of the requirements listed in the notice inviting bids.

Staff recommends the Council approve the award and authorize the City Manager to execute a construction contract with Zusser Company, Inc. Once approved, staff will process the Agreement and issue a Notice to Proceed for the project.

ATTACHMENTS: Public Works Agreement with Zusser Company, Inc.
CITY OF MALIBU
PUBLIC WORKS AGREEMENT

This Public Works Agreement ("Agreement") is made and entered into as of the date executed by the City Manager and attested to by the City Clerk, by and between Zussner Company, Inc. (hereinafter referred to as "CONTRACTOR") and the City of Malibu, California, a municipal corporation (hereinafter referred to as "CITY").

RECITALS

A. On December 9, 2019, Malibu's City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR.

B. The City Council has authorized the City Manager to execute a written contract with CONTRACTOR for furnishing labor, equipment and material for the Water Bottle Filling Stations Project in the City of Malibu.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK: CITY agrees to engage CONTRACTOR and CONTRACTOR agrees to furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the Water Bottle Filling Stations Project in the City of Malibu. The work shall be performed in accordance with the Specifications dated August 29, 2019 and in accordance with bid prices set forth in CONTRACTOR'S Bid Proposal (attached as Exhibit A) and in accordance with the instructions of the City Engineer, or City's Manager's designee.

2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The contract documents for the aforesaid project, a complete set of which is on file with the Malibu City Clerk's Office, shall consist of the Terms and Conditions, Bid Proposal, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with this Agreement and insurance certificates, permits, notices and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written agreement, the provisions of this Agreement, and the Standard Specifications, in that order, shall control. Collectively, these contract documents constitute the complete agreement between CITY and CONTRACTOR and supersede any previous agreements or understandings.
3. **COMPENSATION:** CONTRACTOR agrees to receive and accept the prices set forth in its Bid Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

4. **TIME OF PERFORMANCE:** CONTRACTOR agrees to complete the work within 45 consecutive Working Days from the date of the notice to proceed. By signing this Agreement, CONTRACTOR represents to CITY that the contract time is reasonable for completion of the work and that CONTRACTOR will complete such work within the contract time. In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay CITY as liquidated damages, not as a penalty, the sum of $1000 per day for each and every day of unauthorized delay beyond the completion date, which amount shall be deducted from any payments due or to become due the CONTRACTOR.

5. **PREVAILING WAGES:**

   A. Pursuant to Labor Code Section 1720, and as specified in Title 8, California Code of Regulations, Section 16000 et seq., CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR’s responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

   B. In accordance with Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY’s Engineering Division or the website for State of California Prevailing wage determination at [http://www.dir.ca.gov/DLSR/PWD](http://www.dir.ca.gov/DLSR/PWD). CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.

   C. CITY directs CONTRACTOR’s attention to Labor Code Sections 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.
D. Labor Code Section 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

(1) When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or

(2) When the number of apprentices in training in the area exceeds a ratio of one to five, or

(3) When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or

(4) When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

(5) CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

(6) CONTRACTOR and any subcontractor must comply with Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices.

(7) Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations (DIR), ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

E. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.
F. CONTRACTOR and its subcontractors must comply with Labor Code Sections 1725.5 and 1777.1, including the requirement that registration with the DIR be maintained through the term of the Project. The City may, from time to time, request evidence of current registration.

6. **LEGAL HOURS OF WORK:** Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and CONTRACTOR and any subcontractor under it shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

CONTRACTOR shall forfeit, as a penalty to CITY, twenty-five dollars ($25.00) for each laborer, workman or mechanic employed in the execution of the contract, by him or any subcontractor under it, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in violation of the Labor Code.

7. **TRAVEL AND SUBSISTENCE PAY:** CONTRACTOR agrees to pay travel and subsistence pay to each worker needed to execute the work required by this Agreement as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

8. **CONTRACTOR'S LIABILITY:** The City of Malibu and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

CONTRACTOR will indemnify Indemnitees against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of CONTRACTOR, its agents, employees, subcontractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of CITY. In connection therewith:

a. CONTRACTOR will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.
b. CONTRACTOR will promptly pay any judgment rendered against CONTRACTOR or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of CONTRACTOR hereunder, and CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom.

c. In the event Indemnitees are made a party to any action or proceeding filed or prosecuted against CONTRACTOR for damages or other claims arising out of or in connection with the work, operation or activities hereunder, CONTRACTOR agrees to pay to Indemnitees and any all costs and expenses incurred by Indemnitees in such action or proceeding together with reasonable attorneys' fees.

CONTRACTOR'S obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

So much of the money due to CONTRACTOR under and by virtue of the contract as shall be considered necessary by CITY may be retained by CITY until disposition has been made of such actions or claims for damages as aforesaid.

It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees.

CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the CONTRACTOR regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

9. THIRD PARTY CLAIMS. In accordance with Public Contracts Code Section 9201, CITY will promptly inform CONTRACTOR regarding third-party claims against
CONTRACTOR, but in no event later than ten (10) business days after CITY receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of this Agreement. As more specifically detailed in the contract documents, CONTRACTOR agrees to indemnify and defend the City against any third-party claim.

10. WORKERS COMPENSATION: In accordance with California Labor Code Sections 1860 and 3700, CONTRACTOR and each of its subcontractors will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

11. INSURANCE: With respect to performance of work under this contract, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications.

12. ASSIGNMENT: This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

14. INDEPENDENT CONTRACTOR: CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY.

15. TAXES: CONTRACTOR is responsible for paying all retail sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in the contract shall include compensation for any taxes CONTRACTOR is required to pay by laws and regulations in effect at the bid opening date.
16. LICENSES: CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of CONTRACTOR to practice its profession. CONTRACTOR shall maintain a City of Malibu business license, if required under CITY ordinance.

17. RECORDS: CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by CITY or any authorized representative, and will be retained for three years after the expiration of this Agreement. All such records shall be made available for inspection or audit by CITY at any time during regular business hours.

18. SEVERABILITY. If any portion of these contract documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect provided that it does not frustrate the mutual intent of the parties herein.

19. WHOLE AGREEMENT: This Agreement supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this contract shall not be valid or binding. Any modifications of this contract will be effective only if signed by the party to be charged.

20. AUTHORITY: CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. This Agreement may be modified by written amendment. CITY's City Manager may execute any such amendment on CITY's behalf.

21. NOTICES: All notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.
Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

CITY OF MALIBU
23825 Stuart Ranch Road
Malibu, CA 90265
Attn: Robert L. Brager, Public Works Director/City Engineer

CONTRACTOR
Zusser Company Inc.
528 Palisades Drive, #504
Los Angeles CA 90272
Lara Sass, President

22. DISPUTES. Disputes arising from this contract will be determined in accordance with the contract documents and Public Contracts Code Sections 10240-10240.13.

23. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons in the work contemplated by this Agreement because of race, religion, color, medical condition, sex, sexual orientation, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition. A violation of this section exposes CONTRACTOR to the penalties provided for in Labor Code Section 1735.

24. NO THIRD PARTY BENEFICIARY. This Contract and every provision herein is for the exclusive benefit of the Contractor and the City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the Contractor's or the City's obligations under this Contract.

25. TIME IS OF ESSENCE. Time is of the essence for each and every provision of the Contract Documents.

26. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

27. GOVERNING LAW: This Agreement shall be governed by the laws of the State of California, and exclusive venue for any action involving this Contract will be in Los Angeles County.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement with all the formalities required by law on the respective dates set forth opposite their signatures.

This Agreement is executed on this ___ day of __________, 2019, at Malibu, California, and effective as of __________, 2019.

CITY OF MALIBU:

__________________________
REVA FELDMAN City Manager

ATTEST:

__________________________
HEATHER GLASER, City Clerk
(seal)

APPROVED AS TO FORM:

__________________________
CHRISTI HOGIN, City Attorney

CONTRACTOR:

__________________________
Name, Title President

CONTRACTOR’S State of California License No.

864216

CONTRACTOR’S Business Phone No.

310-230-6808

CONTRACTOR’S Emergency Phone No. at which contractor can be reached at any time

818-822-1614

949-355-6551

949-254-7544
CITY OF MALIBU
PUBLIC WORKS DEPARTMENT
CONSTRUCTION BID COVER PAGE FOR
WATER BOTTLE FILLING STATIONS PROJECT

Bids to be received on or before October 3, 2019 at 3:30 P.M.
Completion Time: 45 Consecutive Working Days
Liquidated Damages:
   A. Failure to complete work on time: $500.00 Per Calendar Day (Sec. 6-9.1)

CONTRACTOR

Name Jusser Company, Inc.
Street Address 528 Palisades Drive #504
City Los Angeles State CA Zip Code 90272
Telephone 310-230-6808
Fax Number 310-230-6890 (Optional)
Email karasass@gmail.com
California Department of Industrial Relations Registration Number 1000006749

The bid shall be balanced so that each bid item is priced to carry its share of the
cost of the work and also its share of the contractor’s overhead and profit. The City
reserves the right to delete any bid item to the extent that bid is qualified by specific
limitation. An unbalanced bid shall be considered as grounds for rejecting the entire
bid.
PROPOSAL
WATER BOTTLE FILLING STATIONS PROJECT
Specification No. 2076

City of Malibu
Malibu, California 90265

Pursuant to the foregoing notice inviting bids, the undersigned declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans and Specifications and read the accompanying instructions to bidders, and hereby proposes to furnish all materials and to do all the work required to complete the said work in accordance with such Plans and Specifications for the prices set forth in the following proposed schedule.

The undersigned has carefully checked all the figures in this proposal and understands that the City will not be responsible for any error or omission on the part of the undersigned in preparing this proposal nor will the City release the undersigned on account of such error or omission.

The undersigned swears or affirms under penalty of perjury that the information regarding the Contractor's License is true and correct.

The bidder by signature below also certifies under the penalty of perjury that the representations made in this bid are true and accurate in accordance with the Business and Professions Code Section 7028.15(e).

Licensed in accordance with an act providing for the registration of Contractors, License No. and Expiration Date 869216 - 9/30/2021

Signature of Bidder

Title of Bidder: President

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individuals or co-partners composing the firm. If a corporation, state legal name or corporation, also names of president, secretary, treasurer and manager thereof.)

{Signature}

Zusser Company, Inc
Lanisa Sass - President
Mikhail Ryodorov - Secretary, Treasurer & Manager

DATED: 10/14/2019
# PROPOSAL

**SCHEDULE OF WORK AND PRICES FOR**

**WATER BOTTLE FILLING STATIONS PROJECT**

Specification No. 2076

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Payment Reference</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>903-2</td>
<td>Mobilization</td>
<td>1</td>
<td>LS</td>
<td>XXXXXXXX</td>
<td>2,000</td>
</tr>
<tr>
<td>2</td>
<td>908-4</td>
<td>Outdoor Bottle Filling Station Bi-Level, Pedestal with Pet Station Non-Filtered Non-Refrigerated</td>
<td>4</td>
<td>EA</td>
<td>14,500</td>
<td>58,000</td>
</tr>
<tr>
<td>3</td>
<td>909-4</td>
<td>Indoor Bottle Filling Station &amp; Single High Efficiency Vandal-Resistant Cooler, Filtered 8 GPH Stainless</td>
<td>1</td>
<td>EA</td>
<td>6,500</td>
<td>6,500</td>
</tr>
<tr>
<td>4</td>
<td>7-6</td>
<td>Release on Contract</td>
<td>1</td>
<td>LS</td>
<td>XXXXXXXX</td>
<td>$1.00</td>
</tr>
</tbody>
</table>

**TOTAL** 66,501

The contractor shall be responsible for calculating and providing totals for the schedule. The proposal shall include all costs of service, labor and materials, transportation, supervision, equipment and installation associated with the work complete and in place per these specifications.

SIXTY-SIX THOUSAND FIVE HUNDRED ONE DOLLARS 00/100

**TOTAL AMOUNT OF PROPOSAL IN WORDS**

Zisser Company, Inc.

**CONTRACTOR'S NAME**

[Signature]

**CONTRACTOR'S SIGNATURE**

10/14/19

**DATE**
ADDENDUM NO. 1

TO

Water Bottle Filling Stations Project
SPECIFICATION NO. 2076

All Prospective Bidders:

NOTICE IS HEREBY GIVEN to all prospective bidders that the following modifications are made to the above project plans and specifications:

SPECIFICATIONS:

1. Change: On Cover, "BIDS TO BE OPENED ON OCTOBER 17, 2019 AFTER 3:30 P.M."

2. Change: Page 5, "Bids to be received on or before October 17, 2019 at 3:30 P.M."

PLANS:

None.

ATTACHMENTS:

None.

This addendum shall be made part of the above referenced project.

Acknowledgement of this addendum by inserting the addendum number and date on page 21 of the proposal and returning the signed Addendum No. 1 with the bid proposal is required. Failure to do so may result in the disqualification of your bid.

By Order of the Public Works Director/City Engineer

Robert DuBout, PE, Esq.  

Date: 10/3/19

BIDDER'S CERTIFICATION

I acknowledge receipt of the foregoing Addendum No. 1 and accept all conditions contained therein:

Lassen Company, Inc

Bidder Name (print)  

Bidder Signature  

Date: 10/14/19
BIDDER’S STATEMENT OF SUBCONTRACTORS AND MATERIAL FABRICATORS

Without exception, the bidder is required to state the name and address of each subcontractor and the portion of the work which each will do as required by Subsection 1-6.3 of the SSPWC and in conformance with Public Contracts Code, Sections 4100 to 4113, inclusive.

Without limiting the generality of the foregoing, any contractor making a bid or offer to perform the work, shall set forth in the Bid:

(a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor’s total bid; and

(b) The portion of the work which will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion.

(c) Agrees that the list of subcontractors submitted herewith cannot be changed, modified, or substituted without written request and approval of the awarding body.

The undersigned submits herewith a list of subcontractors in conformance with the foregoing:

<table>
<thead>
<tr>
<th>Name Under Which Subcontractor is Licensed</th>
<th>License No. &amp; Class</th>
<th>Business Address</th>
<th>Specific Description of Subcontract and Portion of the Work to be Done</th>
</tr>
</thead>
<tbody>
<tr>
<td>NONE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature(s) of Bidder: ___________________________ Date: 10/14/19

Signature(s) of Bidder: ___________________________ Date: 10/14/19

Title: Darisa Sass / President

Title: Mikhail Fedorov / Secretary
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CONTACT

Julie Padilla
(818) 989-2155
julie@mustanton.com

INSCRIBER AFFORDING COVERAGE

Leasing Company, Inc., DBA: Volga Rental LLC
528 Palisades Drive
Suite 504
Los Angeles, CA 90272

INSCRIBER:

California Automobile Insurance Co.
38342

INSURED:

State Compensation Ins. Fund
35076

INSCRIBER:

Hanover Insurance Group

COVERAGES

CERTIFICATE NUMBER: 19/20

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PURCHASE, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>INSERT</th>
</tr>
</thead>
<tbody>
<tr>
<td>TYPE OF INSURANCE</td>
</tr>
<tr>
<td>ADDITIONAL INSURED</td>
</tr>
<tr>
<td>POLICY NUMBER</td>
</tr>
<tr>
<td>LIMITS</td>
</tr>
<tr>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td>DAMAGE TO RENTED PREMISES (L/C covered)</td>
</tr>
<tr>
<td>MED EXP (Per Accident)</td>
</tr>
<tr>
<td>PERSONAL &amp; ADV INJURY</td>
</tr>
<tr>
<td>GENERAL AGGREGATE</td>
</tr>
<tr>
<td>PRODUCTS COMPL AGG</td>
</tr>
<tr>
<td>PROJECT AGG</td>
</tr>
<tr>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td>BODILY INJURY (Per accident)</td>
</tr>
<tr>
<td>PROPERTY DAMAGE (Per accident)</td>
</tr>
<tr>
<td>EMPHID</td>
</tr>
<tr>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td>AGGREGATE</td>
</tr>
<tr>
<td>DAMAGE TO RENTED PREMISES (L/C covered)</td>
</tr>
<tr>
<td>MED EXP (Per Accident)</td>
</tr>
<tr>
<td>PERSONAL &amp; ADV INJURY</td>
</tr>
<tr>
<td>GENERAL AGGREGATE</td>
</tr>
<tr>
<td>PRODUCTS COMPL AGG</td>
</tr>
<tr>
<td>PROJECT AGG</td>
</tr>
<tr>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td>BODILY INJURY (Per accident)</td>
</tr>
<tr>
<td>PROPERTY DAMAGE (Per accident)</td>
</tr>
<tr>
<td>EMPHID</td>
</tr>
<tr>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td>AGGREGATE</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)

The City, its Boards, Officers, Agents and Employees are named as additional insured per form RS5 15017 0615. Primary & Non-Contributing per form CO 2001 0413. GL Waiver of Subrogation applies per form RS54048 1008. WC Waiver of Subrogation applies per form SCIF 10217.*30 Day Notice of Cancellation except 10 Day Notice for Non-Payment of Premium.

CERTIFICATE HOLDER

City of Malibu
Department of Public Works
23825 Stuart Ranch Road
Malibu, CA 90265

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Kirk/CIV

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

INS025 (2014/01)
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

<table>
<thead>
<tr>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Person or Organization: Any person or organization to whom or to which you are obligated by virtue of a written contract or by the issuance or existence of a written permit, to provide insurance such as is afforded by this policy.</td>
</tr>
</tbody>
</table>

SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the SCHEDULE, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations; and/or “your work” defined for the additional insured(s) designated above included in the “products-completed operations hazard”.

This endorsement effective 12/17/2018
forms part of Policy Number LHA140297
issued to ZUSSER COMPANY INC.; DBA: VOLGA RENTAL L
by Landmark American Insurance Company

RSG 15017 0615 Includes copyrighted material of Insurance Services Office, Inc. 1984 with its permission
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance
This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:
Any Person or Organization As Required By Written Contract

The following is added to SECTION IV – CONDITIONS, 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US:

We waive any right of recovery we may have against the person or organization shown in the SCHEDULE above because of payment we make for injury or damage arising out of your ongoing operations, "your product" or "your work" done under a written contract with that person or organization and included in the "product-completed operations hazard". This waiver applies only to the person or organization shown in the SCHEDULE above.

This endorsement effective 12/17/2018
forms part of Policy Number LHA140297
issued to ZUSSER COMPANY INC.; DBA: VOLGA RENTAL L
by Landmark American Insurance Company

RSG 14048 1008 Includes copyrighted material of Insurance Services Office, Inc. 1992
with its permission.
ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION
BLANKET BASIS

EFFECTIVE NOVEMBER 29, 2018 AT 12:01 A.M.
AND EXPIRING NOVEMBER 29, 2019 AT 12:01 A.M.

ZUSSER COMPANY INC
528 PALISADES DR STE 504
PACIFIC PALISADES, CA 90272

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE 2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<table>
<thead>
<tr>
<th>PERSON OR ORGANIZATION</th>
<th>JOB DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER</td>
<td>BLANKET WAIVER OF SUBROGATION</td>
</tr>
</tbody>
</table>

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: NOVEMBER 15, 2018

KENT R. W. GORD
AUTHORIZED REPRESENTATIVE

DANIEL ST. CLAIRE
PRESIDENT AND CEO

SCIF FORM 10217 (REV.7-2014)

OLD OP 217
WORKER'S COMPENSATION INSURANCE CERTIFICATE

Section 1860 and 1861 of the California Labor Code require every contractor to whom a public works contract is awarded to sign and file with the awarding body the following statement:

"I am aware of the Provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

Date: 10/14/19

By
Title

Date: 10/14/19

By
Title