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

BID NO. F-1234 Page 1
Show this number on envelope

Purchase Order No. LAHD_____

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" according to the terms and conditions. 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: Cleveland, Ohio (City, State) ON THE 20 (Date) DAY OF December (Month), 2024 (Year)

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Jet Dock Systems, Inc.

Phone 216-525-7233 Fax

Address 9601 Corporate Circle (Street) Cleveland (City) OH (State) 44125 (Zip)

Signature: Peter A. Nuti — Printed Name: Peter A. Nuti — Printed Title: Director of Government Sales

Signature: [illegible] — Printed Name: William A. Eva — Printed Title: VP.

(Approved Corporate Signature Methods)

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 Cuyahoga

State of Ohio S.S.

Subscribed and sworn this date December 20, 2024

Michele D Hamlin
Notary Public, State of Ohio
My Commission Expires:
July 08, 2028

Notary Seal — Signature: Michele D Hamlin

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

January 7, 2025

City Attorney

BY_____
Deputy

Transmittal 1

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1234

SUBMIT BID TO:	BID DUE BEFORE 2:00 P.M. JANUARY 10, 2025
Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744	
Buyer: Jacquelyn L. Estrada, Procurement Analyst jestrada@portla.org	**BIDS WILL BE PUBLICLY OPENED**

AFFIRMATIVE ACTION – AN APPROVED AA PLAN OR CERTIFICATION, IF NOT ON FILE, WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.

JET DOCK® SYSTEM REPLACEMENT – BERTH 84

An agreement is requested for the one-time Requirements of the Los Angeles Harbor Department ("Department" or "City") for the above-referenced goods and services, subject to the approval of the Board of Harbor Commissioners. This Request for Cooperative Agreement is in accordance with General Services Administration (GSA) Contract 47QSWA24D000G ("GSA Contract"), with Jet Dock Systems, Inc., per City of Los Angeles Administrative Code Division 10, Chapter 1, Article 2, Sections 10.15 (a)(7) and 10.15(a)(8) for the purchase of the Los Angeles Harbor Department requirements for a **Jet Dock® Drive-On Docking System, components, accessories, and disassembly and installation services.**

PRICES QUOTED ARE IN ACCORDANCE WITH GSA CONTRACT 47QSWA24D000G, COOPERATIVE PURCHASE ARRANGEMENT PER THE CITY OF LOS ANGELES ADMINISTRATIVE CODE DIVISION 10, CHAPTER 1, ARTICLE 2, SECTION 10.15 (a)(8), AND ARE TO INCLUDE ALL DELIVERY CHARGES AND FEES, UNLESS OTHERWISE QUOTED, EXCLUDING SALES TAX.

The terms and conditions of the GSA Contract No. 47QSWA24D000G are incorporated herein. To the extent that the terms and conditions of the GSA Contract are in conflict with the terms and conditions contained in this contract, the terms and conditions of this contract will govern.

PRICING. Pricing shall be in accordance with GSA Contract 47QSWA24D000G, as incorporated herein, unless otherwise quoted.

MASTER AGREEMENT. The GSA Contract may be accessed at the following URL:
https://www.gsaadvantage.gov/ref_text/47QSWA24D000G/47QSWA24D000G_online.htm

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1234
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FRIDAY, JANUARY 10, 2025

MATERIALS, EQUIPMENT, ACCESSORIES, DISASSEMBLY, INSTALLATION, AND DISPOSAL

PROJECT DESCRIPTION. This Order will authorize the replacement of the existing Jet Dock® system at Berth 84, which was purchased in January 2014 under the authority of Contract 39686. The new system will replace broken and outdated components, allow the standardization of the marine patrol fleet with larger vessels, and facilitate vessel repairs. This drive-on floating boat dock system keeps boats out of the water to lessen wake damage, maintenance requirements, and drydocking time.

Jet Dock® Systems support Port Police marine patrol operations by allowing the patrol vessels to be docked out of the water for repairs and maintenance and preventing damage to the vessels. The waters in the Port, rich in oxygen, foster rapid hull growth of algae, crustaceans, and mollusks. This necessitates the drydocking of patrol boats three to four times each year. To address this, the Harbor Department Construction and Maintenance Division (C&M) utilizes the services of an environmental cleanup company to clean the hulls, collecting all dislodged debris and runoff. This frequent maintenance is essential but costly and laborious.

The Main Channel is subject to a strong tidal surge, and vessels berthed along the channel face frequent wakes from passing recreational and commercial vessels. The patrol boats are subject to the moving forces of the water in the channel. These forces decrease the life of dock lines and, more significantly, damage the vinyl collars on the patrol vessels' freeboard. Every few years, the foam-filled vinyl collars require replacement. This process requires the boats to be drydocked while C&M personnel complete the repairs. These repairs can be costly and require several days. Along with accommodating larger vessels, this system will help minimize the time it takes to complete repairs and maintenance, and hasten the return of Port Police vessels to marine patrol duties.

PRICING SUMMARY. Summary of Charges.

LINE	DESCRIPTION	QTY	TAX	UOM	UNIT PRICE	EXTENDED PRICE
1	MATERIALS	1	YES	LOT	$ 207,263.81	$ 207,263.81
2	LABOR – DISASSEMBLY, INSTALLATION, AND ADMIN. COSTS	1	NO	LOT	$ 92,624.75	$ 92,624.75
3	PLANT MACHINERY RENTAL COSTS	1	NO	LOT	$ 7,400.00	$ 7,400.00
4	HAUL-OUT AND DISPOSAL FEES*	1	NO	LOT	$ 12,500.00	$ 12,500.00
5	THIRD-PARTY MATERIAL FREIGHT	1	NO	LOT	$ 31,500.00	$ 31,500.00
				TOTAL BID (EXCLUDING TAX)	$ 351,288.56	

*Recyclable materials collected during disassembly will be disposed of by Department personnel.

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1234
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FRIDAY, JANUARY 10, 2025

PRICING DETAIL. Charges upon which Lines 1-5 are based. GSA Contract Pricing is quoted for all applicable material lines.

DESCRIPTION	ITEM CODE	QTY	UNIT PRICE	EXTENDED PRICE
UNIVERSAL 35FT PERFORMANCE DOCK - 15' WIDE X 40' - 215MA (SAFE BOAT & 33FT LIFE PROOF X 2)	D0124PD101	3	$ 39,702.33	$ 119,106.99
CUBE - LARGE (BLACK) - ADDED BOW LANE/S FOR FEND OFF	C000000001	29	$ 114.26	$ 3,313.54
CUBE - LARGE (BLACK) - FLEX LANE/S X 2	C000000001	16	$ 114.26	$ 1,828.16
UNIVERSAL 42FT PERFORMANCE DOCK - 15' WIDE X 46'8" - 251MA - MODIFIED 18'4 X 50'	D0128PD101	1	$ 47,710.98	$ 47,710.98
POWERHEAD - 2 HO MOTOR - 2 BRASS VALVE - 110V - FOR ALL DOCKS - OPEN MARKET	K00000068175	4	$ 2,400.00	$ 9,600.00
CUBE - LARGE (BLACK) - ADDED BOW TO 42FT DOCK FOR 50FT CUSTOM LENGTH	C000000001	11	$ 114.26	$ 1,256.86
CUBE - LARGE (BLACK) - ADDED PORT AND STARBOARD LANES FOR 18'4" WIDE DOCK	C000000001	58	$ 114.26	$ 6,627.08
CUBE - LARGE (BLACK) - ADDED PORT LANE FILL AND QUAD BOW LANES	C000000001	39	$ 114.26	$ 4,456.14
PONTOON - 36" DIAMETER X 20' LONG - REMOVE FROM 42FT DOCK	C000000751	-2	$ 6,239.55	$ (12,479.10)
NS - PONTOON - 42" DIAMETER X 20' LONG - ADD TO CUSTOM 42FT DOCK	C000000760	2	$ 7,121.01	$ 14,242.02
9MA - SSB - 5 - 36" PONTOON - REMOVE FROM 42FT DOCK	K000000880	-4	$ 882.77	$ (3,531.08)
9MA - PGB - 5 - 36" PONTOON - REMOVE FROM 42FT DOCK	K000000886	-2	$ 1530.13	$ (3,060.26)
11MA - SSB - 7 - 42" PONTOON - ADD TO CUSTOM 42FT DOCK	K0000008821	5	$ 1,078.94	$ 5,394.70
11MA - PGB - 7 - 42" PONTOON - ADD TO CUSTOM 42FT DOCK	K0000008891	3	$ 1,834.20	$ 5,502.60
8 STEP W/RAILING & MNTG HDWR - FOR CUSTOM 42FT DOCK - OPEN MARKET	A0000000193	1	$ 4,390.58	$ 4,390.58
IN DECK MOORING KIT (2 CABLES & 2 STA-SET LINES)	A000000208	6	$ 115.03	$ 690.18
DELUXE FENDER MOORING SYSTEM - 2 FENDERS W/4 LINE KITS	A000000207	6	$ 369.07	$ 2,214.42
SITE EXECUTION - UNMOOR/ DISASSEMBLY /DISPOSE/OFFLOAD/ ASSEMBLY/LAUNCH/MOOR/CALIBRATE - OPEN MARKET	A0000OH560	1	$ 84,589.50	$ 84,589.50
PROJECT EXECUTION - ADMINISTRATIVE/ LEGAL/ R&D/ ENGINEERING/ MANUFACTURING/ PROJECT MANGEMENT - OPEN MARKET	A0000OH561	1	$ 8,035.25	$ 8,035.25
FORKLIFT - RENTAL - OPEN MARKET	TMP00000041	1	$ 7,400.00	$ 7,400.00
HAUL OUT AND DISPOSAL FEES - OPEN MARKET	TMP00000042	1	$ 12,500.00	$ 12,500.00
SACRIFICIAL ANODES REQ'D ON BEAM. WRRTY VOID IF NOT MAINTAINED	C0000002303	1	$ 0.00	$ 0.00
THIRD PARTY MATERIALS FREIGHT		1	$ 31,500.00	$ 31,500.00
			TOTAL BID (EXCLUDING SALES TAX)	$ 351,288.56

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

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HARBOR DEPARTMENT

BID NO. F-1234
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FRIDAY, JANUARY 10, 2025

BIDDER'S INSTRUCTIONS

REQUEST FOR QUOTATION BIDDER RESPONSIVENESS. In order to be responsive, Bidders ("Vendor", "Contractor", "Supplier") shall complete and return all Quotation documents requested by the Department, 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 Department, including addenda, specifications, drawings and all forms.

The Director of the Contracts and Purchasing Division ("Director") may deem a Bidder non-responsive if the Bidder fails to provide all Quotation documents requested by the Department at the Quotation closing date and time.

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

ADDENDA. From time to time, the Harbor Department may deem it necessary to issue an addendum(a) to modify or cancel a Bid Request. Such addendum(a) will be provided by the Buyer. It is the responsibility of the Bidder to be aware of, and respond to, any such addendum(a) before the deadline of the applicable Bid request. Failure to do so may deem the Bid non-responsive.

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.

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.

CONTRACTUAL TERMS SECTION

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

☐ Yes: _____ ☐ No: _____ ☒ Proprietary Goods and Services

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

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

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1234
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FRIDAY, JANUARY 10, 2025

VENDOR CONTACT FOR CONTRACTUAL ISSUES:

Contact Person: Peter A. Nuti

Title: Director of Government Sales

Telephone: 216-525-7233

Email Address: pnuti@Jetdock.com

VENDOR CONTACT FOR SERVICE, REPAIR, AND WARRANTY ISSUES: ☒ Same as Above

Contact Person: _____

Title: _____

Telephone: _____

Email Address: _____

24-Hour Contact Phone: _____

NEW AND UNUSED. The materials furnished shall be new and unused, current model/offering.

WARRANTY. Terms of warranty on new equipment, materials, and services offered (if applicable). Free PARTS and SERVICE (LABOR) for defective parts and workmanship for the following time period after equipment and/or services have been accepted:

Parts: See Attached Labor: See Attached

Please attach additional warranty terms to Bid, if applicable.

RECYCLED PRODUCT CONTENT STATEMENT.

Recycled Product Available: Aluminum Components Yes ☐ No ☒

Recycled content: _____%

Post-consumer waste: _____%

Secondary waste: _____%

INDEMNITY. Contractor shall save, keep, bear harmless and fully defend and indemnify the City of Los Angeles, the Harbor Department, and all boards, officers, employees, agents or other authorized representatives thereof, from all liability, damages, costs or expenses in law or equity claimed by anyone for bodily injury or death, or damage to property arising out of the performance by Contractor of its obligations hereunder, whether liability is attributable solely to Contractor or to a combination of Contractor and City.

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

If, at any time before the commencement or during the progress of the Work or any part of it, the Contractor's methods or appliances appear to the City of Los Angeles Harbor Department PM to be unsafe, inefficient, or inadequate for securing the safety of the workers, the quality of the Work required, or the rate of progress stipulated, the City of Los Angeles Harbor Department PM may order the Contractor to increase their safety and efficiency or to improve their character, and the Contractor shall comply with such orders at its own expense. Neither the making of such demands by the City of Los Angeles Harbor Department PM nor the failure to make such demands shall relieve the Contractor of its obligation to secure the safe conduct of the Work, the quality of Work required, and the rate of progress stipulated in the Contract. The Contractor shall be fully responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

Where articles or materials are specially manufactured or fabricated for delivery under these specifications, the Contractor shall at all times employ such workforce, plant, materials, and tools as will be sufficient to complete the performance of the Contract and every part thereof within the time limits stipulated herein. If the Contractor fails to employ sufficient workforce, plant, materials, tools, or to maintain adequate progress, the City of Los Angeles Harbor Department PM may require an increase in progress at any point or points or a modification of Plans and procedure in such a manner as to accelerate the Work. Failure to adequately staff the project shall be just cause for the City to terminate the Contract.

DELIVERY

DELIVERY. Please specify delivery terms for supplies and materials quoted:

90 Days after receipt of order (ARO) for normally-stocked items.

90 Days after receipt of order for special-order and non-stock items.

Delivery and installation are requested by June 30, 2025. Please notify Department personnel if project completion is expected after this date.

DELIVERY POINT. Prices to include all delivery charges unless otherwise quoted, F.O.B. the Harbor Department, 90744 or 90731. Deliver to jobsite as directed by Department personnel.

SHIPPING CHARGES – COMMON CARRIER. Shipping/Freight charges for parts and materials from manufacturer to Vendor. Shipping charges are not subject to markup. Vendor will prepay and add shipping or delivery charges to invoices. Ship cheapest way, unless otherwise authorized, for goods to arrive within the time requested by Department personnel. Freight bills must be provided at invoicing, upon request. Air shipment must be specifically pre-authorized.

DELIVERY CHARGES – BY VENDOR. Delivery charges for parts and materials, delivered by Vendor. Delivery charges are not subject to markup.

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1234
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FRIDAY, JANUARY 10, 2025

FINANCIAL SECTION

VENDOR PAYMENT. Please note. Vendor name and address must be submitted exactly as they will appear on the invoice(s). Please submit a copy of your IRS Form W-9 with your Bid. If invoice remit to (remittance) name and address are different from the Bidder name and address, please indicate:

REMIT TO:

NAME: Jet Dock Systems, Inc. Attn: Susan Lusetti

ADDRESS: 9601 Corporate Circle

Cleveland, Ohio 44125

A/R EMAIL: slusetti@jetdock.com

URL: https://www.jetdock.com

Invoices submitted for payment where the invoice name and address do not match as they appear on the Purchase Order or as indicated in the space above, will not be processed and will be returned to the Vendor.

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

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: 0003158322

WITHHOLDING REQUIREMENTS. The State of California Franchise Tax Board (FTB) requires that the City of Los Angeles Harbor Department withhold income taxes from payments to out-of-state vendors for services performed within California unless the Vendor submits one of the required forms listed below. The tax withholding rate is seven percent (7%) of payments subject to withholding.

This requirement applies to vendors whose legal address (as indicated on their IRS W-9 Form), or payment address (as indicated on this Request for Bid/Quote), is outside of California. Should either of these two situations apply to your company, please attach one of the following forms to your Bid in order to help the Harbor Department clarify your nonresident tax withholding status:

- Form 590, *Withholding Exemption Certificate,* certifying exemption from the withholding requirement.
- Form 587, *Nonresident Income Allocation Worksheet,* which allocates the expected income under the City contract for work completed within and outside of California.

- Notice from the CA Franchise Tax Board (CAFTB) that a withholding waiver was authorized (you must first file CA Form 588, *Nonresident Withholding Waiver Request* to the CAFTB).
- Notice from CAFTB that a reduced withholding request was authorized (you must first file CA Form 589 *Nonresident Reduced Withholding Request* to CAFTB).

Further information regarding this requirement may be found here:
https://www.ftb.ca.gov/pay/withholding/withholding-on-nonresidents.html

Please Check One:

☐ **Both Bidder's Legal Address and Remittance Address are located within the State of California. Withholding Forms Not Required.**

☐ **Withholding Forms Attached** ☒ **Forms on file with Department**

SALES TAX PERMIT. A valid California State Board of Equalization Seller's Permit is required to collect California State Sales Tax.
Permit Number: _____. ☒ N/A (Invoices will not include sales taxes.)

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

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.

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, Contractor 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 Vendors), damages or liability of any nature whatsoever, for death or injury to any person, including Contractor'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 Contract by Contractor 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 Contract 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. Vendor's insurance broker or agent shall register with the City's online insurance compliance system **KwikComply** at https://kwikcomply.org/ and submit the appropriate proof of insurance on Vendor's behalf.

POLICY COPIES

Upon request by City, Vendor shall furnish a copy of the binder of insurance and/or full certified policy for any insurance policy required herein. This requirement shall survive the termination or expiration of this Agreement.

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.

NOTICE OF CANCELLATION

For each insurance policy described above/below, 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 OF POLICIES

At least thirty (30) days prior to the expiration of any policy, Vendor shall direct their insurance broker or agent to submit to the City's online insurance compliance system **KwikComply** at http://kwikcomply.org a renewal certificate showing that the policy has been renewed or extended or, if new insurance has been obtained, evidence of insurance as specified below. If Vendor neglects or fails to secure or maintain the insurance required below, Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect the City's interests. The cost of such insurance will be deducted from the next payment due Vendor.

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.

General Liability Insurance

Vendor shall procure and maintain in effect throughout the term of this Agreement, 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 ($1,000,000.00) combined single limit for injury or claim. Where Vendor provides or dispenses alcoholic beverages, Host Liquor Liability coverage shall be provided as above. Where Vendor provides pyrotechnics, Pyrotechnics Liability shall be

provided as above. 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 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.

Where Vendor's operations involve work within 50 feet of railroad track, Vendor's Commercial General Liability coverage shall also have the railroad exclusion deleted.

Auto Liability Insurance

Vendor shall procure and maintain at its expense and keep in force at all times during the term of this Agreement, 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 Vendor's normal limits of liability but not less than one million Dollars ($1,000,000.00) 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. 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.

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 undertake self-insurance in accordance with the provisions of that Code, and that the Vendor shall comply with such provisions before commencing the performance of the tasks under this Agreement. 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 it 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

GENERAL RULES AND REGULATIONS

SAFETY AND HEALTH REQUIREMENTS. All equipment, materials, procedures and services furnished and/or used by the Contractor shall comply with applicable current requirements of OSHA and CAL-OSHA. Contractor agrees to indemnify and hold harmless Los Angeles City, The Harbor Department, and agents, officers and employees thereof, for all damages assessed against them as a result of Contractor's failure to comply with said safety and health requirements.

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.

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) 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 restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or 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.

REGIONAL ALLIANCE MARKETPLACE FOR PROCUREMENT (RAMP).

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

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

BIDDER/VENDOR'S RAMP ID Number(s): _____

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1234
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FRIDAY, JANUARY 10, 2025

GENERAL CONDITIONS
READ CAREFULLY

1. **FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic or facsimile 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 con-tract, the contractor shall not discriminata 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 Occupation Safety and Health (CalOSHA) and OSHA requirements.

18. **PREVAILING WAGES.** Where laber 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, protact, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.

20. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.

21. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.

22. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year after the current fiscal year is contingent upon City's appropriation of funds for that purpose. The City's fiscal year ends on June 30th 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

FORM 50

Bidder Certification

Los Angeles City ETHICS COMMISSION

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

☒ **Original Filing** ☐ **Amendment:** Date of Signed Original 12/20/24. Date of Last Amendment _____.

Reference Number (Bid, Contract, or RAMP)	Awarding Authority (Department awarding the contract)
F-1234	HARBOR
Bidder Name: Jet Dock Systems, Inc. - Peter A. Nuti	
Address: 9601 Corporate Circle, Cleveland, Ohio 44125	
Email Address: PNUTI@Jetdock.com	Phone Number: 216-525-7233

Certification

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

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

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

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

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

Peter A. Nuti
Name

Signature

Director of Government Sales
Title

12/20/24
Date

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City
ETHICS COMMISSION

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

☒ **Original Filing** ☐ **Amendment:** Date of Signed Original 12/20/24 Date of Last Amendment _____

Reference Number (Bid, Contract, or RAMP): F-1234 Date Bid Submitted: 12/20/24

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

REPLACEMENT JET DOCK SYSTEM

Awarding Authority (Department awarding the contract): HARBOR

Bidder Name: Jet Dock Systems, Inc. - Peter A. Nuti

Bidder Address: 9601 Corporate Circle, Cleveland, Ohio 44125

Bidder Email Address: PNUTI@Jetdock.com Bidder Phone Number: 216-525-7233

Schedule Summary

Please complete all three of the following:

1. **SCHEDULE A — Bidder's Principals** *(check one)*
   The bidder has one or more **PRINCIPALS,** as defined in LAMC § 49.7.35(A)(6).
   At least one principal is required for entities. *(If you check "Yes", Schedule A is required.)*
   Yes ☒ No ☐

2. **SCHEDULE B — Subcontractors and Their Principals** *(check one)*
   The bidder has one or more **SUBCONTRACTORS** on this bid or proposal with subcontracts worth $100,000 or more. *(If you check "Yes", Schedule B is required.)*
   Yes ☐ No ☐

3. **TOTAL NUMBER OF PAGES SUBMITTED** (including this cover page): 2

Certification

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

Peter A. Nuti
Name

Signature

Director of Government Sales
Title

12/20/24
Date

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City
ETHICS COMMISSION

Schedule A - Bidder's Principals

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

Name: W. Allan Eva Title: Vice President
Address: 9601 Corporate Circle, Cleveland, Ohio 44125

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

☐ **Check this box if additional Schedule A pages are attached.**

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City
ETHICS COMMISSION

Schedule B - Subcontractors and Their Principals

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

Subcontractor's Name
Subcontractor's Address

Please check one of the following options:

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

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

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

☐ **Check this box if additional Schedule B pages are attached.**

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

JET DOCK SYSTEMS INC.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

9601 CORPORATECIRCLE

Requester's name and address (optional)

6 City, state, and ZIP code

CLEVELAND, OHIO 44125

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

6 5 – 0 4 3 6 0 1 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person Jason Amatol Russetti Date 12/19/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

JET DOCK Drive-On Docking

QUOTE
for
Los Angeles Port Police

OrderID

Your Ticket To Ride™

12/20/24 12:07:05 PM

From
JET DOCK® Systems, Inc.
Pete Nuti
9601 Corporate Circle
Cleveland, OH 44125
Ph: 216.525.7233
pnuti@jetdock.com
1 ♦ 877 ♦ GSA ♦ DOCK
GSA Contract - A7QSWA24D000G

Mailing: Los Angeles Port Police
Lt Philip Heem
425 S. Palosverdes St,
San Pedro, CA 90731
Home:
Work: (310) 617-0058
Wk Fax:

Shipping: Los Angeles Port Police
Lt Philip Heem
330 South Centre Street
San Pedro, CA, 90731
Site: (310) 427-1028
Cell: (310) 427-1028
E-Mail: PHeem@portla.org

Description	Item Code	Qty	MA	Price	Sell Price	Total
UNIVERSAL 35ft PERFORMANCE DOCK - 15' WIDE x 40' - 215MA (SAFE BOAT & 33ft LIFE PROOF x 2)	D0124PD101	3	215	$44,525.00	$39,702.33	$119,106.99
CUBE - LARGE (BLACK) - ADDED BOW LANE/S FOR FEND OFF	C000000001	29	1	$135.00	$114.26	$3,313.54
CUBE - LARGE (BLACK) - FLEX LANE/S X 2	C000000001	16	1	$135.00	$114.26	$1,828.16
UNIVERSAL 42ft PERFORMANCE DOCK - 15' WIDE x 46'8" - 251MA - MODIFIED 18'4 X 50'	D0128PD101	1	251	$52,385.00	$47,710.98	$47,710.98
POWERHEAD - 2 HO MOTOR - 2 BRASS VALVE - 110v - FOR ALL DOCKS - OPEN MARKET	K00000068175	4		$2,400.00	$2,400.00	$9,600.00
CUBE - LARGE (BLACK) - ADDED BOW TO 42FT DOCK FOR 50FT CUSTOM LENGTH	C000000001	11	1	$135.00	$114.26	$1,256.86
CUBE - LARGE (BLACK) - ADDED PORT AND STARBOARD LANES FOR 18'4" WIDE DOCK	C000000001	58	1	$135.00	$114.26	$6,627.08
CUBE - LARGE (BLACK) - ADDED PORT LANE FILL AND QUAD BOW LANES	C000000001	39	1	$135.00	$114.26	$4,456.14
PONTOON - 36" DIAMETER x 20' LONG - REMOVE FROM 42FT DOCK	C000000751	-2		$6,997.47	$6,239.55	($12,479.10)
NS - PONTOON - 42" DIAMETER x 20' LONG - ADD TO CUSTOM 42FT DOCK	C000000760	2	0	$7,986.00	$7,121.01	$14,242.02
9MA - SSB - 5 - 36" PONTOON - REMOVE FROM 42FT DOCK	K000000880	-4	0	$990.00	$882.77	($3,531.08)
9MA - PGB - 5 - 36" PONTOON - REMOVE FROM 42FT DOCK	K000000886	-2	0	$1,716.00	$1,530.13	($3,060.26)
11MA - SSB - 7 - 42" PONTOON - ADD TO CUSTOM 42FT DOCK	K0000008821	5	0	$1,210.00	$1,078.94	$5,394.70
11MA - PGB - 7 - 42" PONTOON - ADD TO CUSTOM 42FT DOCK	K0000008891	3	0	$2,057.00	$1,834.20	$5,502.60
8 STEP w/RAILING & MNTG HDWR - FOR CUSTOM 42FT DOCK - OPEN MARKET	A0000000193	1	0	$4,390.58	$4,390.58	$4,390.58
IN DECK MOORING KIT (2 CABLES & 2 STA-SET LINES)	A000000208	6	0	$154.28	$115.03	$690.18
DELUXE FENDER MOORING SYSTEM - 2 FENDERS w/4 LINE KITS	A000000207	6	0	$495.00	$369.07	$2,214.42
SITE EXECUTION - UNMOOR/DISASSEMBLY/DISPOSE/OFFLOAD/ASSEMBLY/LAUNCH/MOOR/CALIBRATE/ - OPEN MARKET	A0000OH560	1	0	$84,589.50	$84,589.50	$84,589.50
PROJECT EXECUTION - ADMINISTRATIVE/LEGAL/R&D/ENGINEERING/MANUFACTURING/PROJECT MANGEMENT - OPEN MARKET	A0000OH561	1	0	$8,035.25	$8,035.25	$8,035.25
FORKLIFT - RENTAL - OPEN MARKET	TMP00000041	1	0	$7,400.00	$7,400.00	$7,400.00
DUMPSTER - RENTAL (AT CUSTOMER SITE) - OPEN MARKET	TMP00000042	1	0	$12,500.00	$12,500.00	$12,500.00
SACRIFICIAL ANODES REQ'D ON BEAM. WRRTY VOID IF NOT MAINTAIN	C0000002303	1		$0.00	$0.00	$0.00
	Total MA		1049			

Notes to Accounting: PURCHASE ORDER - NET 30 FROM COMPLETION

Notes to Production:
DISASSEMBLY AND DISPOSSAL OF DOCKS 1-4 PLUS REPLACEMENT OF DOCKS 1-4, TRIPLE 35FT PSAP AND CUSTOM 42FT - SEE PREVIOUS INSTALL ACKOWLEDGEMENTS FOR R&D DETAILS AND SETUP, ALSO ATTACHED (29FT WATERCRAFT WILL USE DOCKS UNTIL NEW 33FT LIFEPROOF BOATS ARRIVE). LA PORT POLICE TO HAVE OLD DOCKS UN-TIED AND ASSIST IN REMOVAL FOR NEW DOCK INSTALLATION, DUMPSTERS TO OCCUPY ADDITONAL AREA WHERE DOCKS DISASSEMBLE AND ASSEMBLED.

REPLACEMENT DOCKS WILL REQUIRE TOW BY CUSTOMER FROM LAUNCH POINT ACROSS FROM LAUNCH POINT TO SITE, LAUNCH AND MOOR DOCKS - LA PORT POLICE TO CORDINATE CRANE AND WORK AREA FOR DOCK LAUNCH, JET DOCK WILL REQUIRE A 100' X 50' WORK AREA, LANDING AREA AND PROVIDE TOW OF DOCK/S AND OR SECTIONS AS NEEDED FOR WORK.
SOME ORIGINAL ITEMS MAY REMAIN OR CAN BE REPLACED ON A SECONDARY QUOTE IF NEEDED, i.e. DOCK BOXES, SEAL STOP

Notes to Customer:
DISASSEMBLY AND DISPOSSAL OF DOCKS 1-4 PLUS REPLACEMENT OF DOCKS 1-4, TRIPLE 35FT PSAP AND CUSTOM 42FT - SEE PREVIOUS INSTALL ACKOWLEDGEMENTS FOR R&D DETAILS AND SETUP, ALSO ATTACHED (29FT WATERCRAFT WILL USE DOCKS UNTIL NEW 33FT LIFEPROOF BOATS ARRIVE). LA PORT POLICE TO HAVE OLD DOCKS UN-TIED AND ASSIST IN REMOVAL FOR NEW DOCK INSTALLATION, DUMPSTERS TO OCCUPY ADDITONAL AREA WHERE DOCKS DISASSEMBLE AND ASSEMBLED.

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SOME ORIGINAL ITEMS MAY REMAIN OR CAN BE REPLACED ON A SECONDARY QUOTE IF NEEDED, i.e. DOCK BOXES, SEAL STOP

10-12 WEEKS INSTALL TIMING PENDING ANY SUPPLY CHAIN ISSUES

JET DOCK SYSTEMS, INC WILL ALSO EXTEND A 5-YEAR WARRANTY ON THE METAL SUPPORT BEAMS AND PONTOONS FOR AIR-LIFT DOCKS, A 1-YEAR WARRANTY ON THE AIRLIFT POWERHEAD PUMP AND HOSES.

TOTAL CHARGES	$319,788.56
TOTAL ADJUSTMENTS	$0.00
SUB TOTAL	$319,788.56
0.00% TAX	$0.00
0.00% SURTAX	$0.00
SHIPPING & HANDLING	$31,500.00
FINAL TOTAL	**$351,288.56**
LESS DEPOSIT	$0.00
BALANCE	**$351,288.56**

Purchase Order

Pin Code:

ance to be billed to my credit card."

Freight Carrier: Dedicated Carrier
IBF: $0.00
Sol. Cust. ID: LOS104

JET DOCK® ..... **Your Ticket To Ride™**

WORK ORDER

For Production Use Only

OrderID
12/20/2024 12:07:05 PM

Los Angeles Port Police

Shipping:	Los Angeles Port Police Port Police c/o Lt. Philip Heem 330 South Centre Street San Pedro, CA 90731	Site: Cell: Work: Work Fax	(310) 427-1028 (310) 427-1028 (310) 617-0058	Home: Home Fax: E-Mail: E-Mail 2:	PHeem@portla.org

Notes to Accounting:	Notes to Production:	Notes to Customer:
PURCHASE ORDER - NET 30 FROM COMPLETION	DISASSEMBLY AND DISPOSSAL OF DOCKS 1-4 PLUS REPLACEMENT OF DOCKS 1-4, TRIPLE 35FT PSAP AND CUSTOM 42FT - SEE PREVIOUS INSTALL ACKOWLEDGEMENTS FOR R&D DETAILS AND SETUP, ALSO ATTACHED (29FT WATERCRAFT WILL USE DOCKS UNTIL NEW 33FT LIFEPROOF BOATS ARRIVE). LA PORT POLICE TO HAVE OLD DOCKS UN-TIED AND ASSIST IN REMOVAL FOR NEW DOCK INSTALLATION, DUMPSTERS TO OCCUPY ADDITONAL AREA WHERE DOCKS DISASSEMBLE AND ASSEMBLED. REPLACEMENT DOCKS WILL REQUIRE TOW BY CUSTOMER FROM LAUNCH POINT ACROSS FROM LAUNCH POINT TO SITE, LAUNCH AND MOOR DOCKS - LA PORT POLICE TO CORDINATE CRANE AND WORK AREA FOR DOCK LAUNCH, JET DOCK WILL REQUIRE A 100' X 50' WORK AREA, LANDING AREA AND PROVIDE TOW OF DOCK/S AND OR SECTIONS AS NEEDED FOR WORK. SOME ORIGINAL ITEMS MAY REMAIN OR CAN BE REPLACED ON A SECONDARY QUOTE IF NEEDED, i.e. DOCK BOXES, SEAL STOP	DISASSEMBLY AND DISPOSSAL OF DOCKS 1-4 PLUS REPLACEMENT OF DOCKS 1-4, TRIPLE 35FT PSAP AND CUSTOM 42FT - SEE PREVIOUS INSTALL ACKOWLEDGEMENTS FOR R&D DETAILS AND SETUP, ALSO ATTACHED (29FT WATERCRAFT WILL USE DOCKS UNTIL NEW 33FT LIFEPROOF BOATS ARRIVE). LA PORT POLICE TO HAVE OLD DOCKS UN-TIED AND ASSIST IN REMOVAL FOR NEW DOCK INSTALLATION, DUMPSTERS TO OCCUPY ADDITONAL AREA WHERE DOCKS DISASSEMBLE AND ASSEMBLED. REPLACEMENT DOCKS WILL REQUIRE TOW BY CUSTOMER FROM LAUNCH POINT ACROSS FROM LAUNCH POINT TO SITE, LAUNCH AND MOOR DOCKS - LA PORT POLICE TO CORDINATE CRANE AND WORK AREA FOR DOCK LAUNCH, JET DOCK WILL REQUIRE A 100' X 50' WORK AREA, LANDING AREA AND PROVIDE TOW OF DOCK/S AND OR SECTIONS AS NEEDED FOR WORK. SOME ORIGINAL ITEMS MAY REMAIN OR CAN BE REPLACED ON A SECONDARY QUOTE IF NEEDED, i.e. DOCK BOXES, SEAL STOP 10-12 WEEKS INSTALL TIMING PENDING ANY SUPPLY CHAIN ISSUES JET DOCK SYSTEMS, INC WILL ALSO EXTEND A 5-YEAR WARRANTY ON THE METAL SUPPORT BEAMS AND PONTOONS FOR AIR-LIFT DOCKS, A 1-YEAR WARRANTY ON THE AIRLIFT POWERHEAD PUMP AND HOSES.

Site Details:	DISASSEMBLY AND DISPOSAL OF CURRNET DOCKS - REPLACEMENT DOCKS WILL REQUIRE TOW BY CUSTOMER FROM LAUNCH POINT ACROSS FROM LAUNCH POINT TO SITE, DISASSEBLE, LAUNCH AND MOOR DOCKS - LA PORT POLICE TO CORDINATE CRANE AND WORK AREA FOR DOCK REPLACEMENT AND DUMPSTERS, JET DOCK WILL REQUIRE A 100' X 50' WORK AREA, LANDING AREA AND PROVIDE TOW OF DOCK/S AND OR SECTIONS AS NEEDED FOR WORK

JET DOCK Sales Advisor: Pete Nuti
JET DOCK Promotional Source: Existing Customer
Ship/Pick-up Date: See Special Accounting Notes

Origin: Ohio
Delivery Method: Install
Est. Install Date Range: - *
* Where practical by JDSI

Freight Carrier: Dedicated Carrier
Freight Charge:31500.0000
Order ID: 319788.5600%#%92624.75

Description	Item Code	Qty	MA	Recv'd
UNIVERSAL 35ft PERFORMANCE DOCK - 15' WIDE x 40' - 215MA (SAFE BOAT & 33ft LIFE PROOF x 2)	D0124PD101	3	215	
CUBE - LARGE (BLACK) - ADDED BOW LANE/S FOR FEND OFF	C000000001	29	1	
CUBE - LARGE (BLACK) - FLEX LANE/S X 2	C000000001	16	1	
UNIVERSAL 42ft PERFORMANCE DOCK - 15' WIDE x 46'6" - 251MA - MODIFIED 18'4 X 50'	D0128PD101	1	251	
POWERHEAD - 2 HO MOTOR - 2 BRASS VALVE - 110v - FOR ALL DOCKS - OPEN MARKET	K00000068175	4		
CUBE - LARGE (BLACK) - ADDED BOW TO 42FT DOCK FOR 50FT CUSTOM LENGTH	C000000001	11	1	
CUBE - LARGE (BLACK) - ADDED PORT AND STARBOARD LANES FOR 18'4" WIDE DOCK	C000000001	58	1	
CUBE - LARGE (BLACK) - ADDED PORT LANE FILL AND QUAD BOW LANES	C000000001	39	1	
PONTOON - 36" DIAMETER x 20' LONG - REMOVE FROM 42FT DOCK	C000000751	-2		
NS - PONTOON - 42" DIAMETER x 20' LONG - ADD TO CUSTOM 42FT DOCK	C000000760	2	0	
9MA - SSB - 5 - 36" PONTOON - REMOVE FROM 42FT DOCK	K000000880	-4	0	
9MA - PGB - 5 - 36" PONTOON - REMOVE FROM 42FT DOCK	K000000886	-2	0	
11MA - SSB - 7 - 42" PONTOON - ADD TO CUSTOM 42FT DOCK	K0000008821	5	0	
11MA - PGB - 7 - 42" PONTOON - ADD TO CUSTOM 42FT DOCK	K0000008891	3	0	
8 STEP w/RAILING & MNTG HDWR - FOR CUSTOM 42FT DOCK - OPEN MARKET	A0000000193	1	0	
IN DECK MOORING KIT (2 CABLES & 2 STA-SET LINES)	A000000208	6	0	
DELUXE FENDER MOORING SYSTEM - 2 FENDERS w/4 LINE KITS	A000000207	6	0	
SITE EXECUTION - UNMOOR/DISASSEMBLY/DISPOSE/OFFLOAD/ASSEMBLY/LAUNCH/MOOR/CALIBRATE/ - OPEN MARKET	A0000OH560	1	0	
PROJECT EXECUTION - ADMINISTRATIVE/LEGAL/R&D/ENGINEERING/MANUFACTURING/PROJECT MANGEMENT - OPEN MARKET	A0000OH561	1	0	
FORKLIFT - RENTAL - OPEN MARKET	TMP00000041	1	0	
DUMPSTER - RENTAL (AT CUSTOMER SITE) - OPEN MARKET	TMP00000042	1	0	
SACRIFICIAL ANODES REQ'D ON BEAM. WRRTY VOID IF NOT MAINTAIN	C0000002303	1		
	Total MA		1049	

For Installed Orders and Orders Delivered by JDSI Directly

Please acknowledge that you have received all of the above listed material, or that any discrepancies have been noted above and discussed with your JDSI representative on-site. Any remaining materials will need to be disposed of by the customer for installation orders.

Customer _____ Date _____

JET DOCK® ..... Your Ticket To Ride™

Customer Site & Craft Specifications Checklist

Customer Name: Los Angeles Port Police

Craft Information:

Make Model Year Craft Type Length Beam Weight Bottom Paint Obstruction Over 30 HP

- **FOR ALL ORDERS BEING INSTALLED BY JDSI, CUSTOMER AND OPERATIONALCRAFT MUST BE AVAILABLE**
- **JDSI WILL PERFORM SYSTEM TRAINING IMMEDIATELY FOLLOWING INSTALLATION COMPLETION; TO BE ½ DAY PER 2 BOAT DOCKING SYSTEM**

Scheduling Point of Contact:
Primary:
Secondary:

On-Site Point of Contact:
Primary:
Secondary:

JDSI Clearance/Authorization to Obtain Site Access:

Work Hours JDSI Permitted to Work On-Site:
Monday thru Friday –
Saturday and Sunday -

Work Hours Customer Staff to be Available for Assistance and/or Training:
Monday thru Friday –
Saturday and Sunday -

Existing Customer Dock or Seawall (A):
Structure Jet Dock will attach to: Wood
Existing structure material: Floating
Attach Tide Manager Bracket to (B): Floating Dock

Site Measurements:
Standard Water/Tidal Fluctuation: 1 - 3 ft
Extreme Water/Tidal Fluctuation:
Water Depth at High Water at Bow of Jet Dock (C): Over 5Ft.
Water Depth at Low Water at Stern of Jet Dock (E): Over 6Ft.
Height above High Water to Connection Point (D):0 - 9 IN (Fenders Needed)

Site Conditions:
Max. Wave/Wake/Surge Action: 1 - 2Ft. 10 - 25% of the time (Customer is aware that wave conditions over 3 ft are excessive and damage to dock and/or craft are more likely and accepts responsibility)
Seafloor Composition (F): Mud, Sand
Does water ever go above Connection Point (B)?:

Additional Site Information for PSAP
Electric available at site: Yes - 10 - 2o Ft
Voltage: 110 Volts
Amps: 20 Amps
Water available at site:
Boat Ramp to launch dock? 20 Amps
Distance to Boat Ramp: 3000 - 5000 ft
Tow provided to site:
Crane Provided:
Assistance Provided:

Alternate launch/off load location if needed:
DOCKS WILL BE TOWED TO WORK AREA IF LOCAL RAMP IS NOT AVAILABLE

Items to Discuss with Customer:

System:
- ☐ Winch System
- ☐ Winch Launch System
- ☐ Buoyancy Beam
- ☐ Mooring

Dock Operation:
- ☐ Was Drive-on Discussed?
- ☐ Was Launch Discussed?

Maintenance:
- ☐ Winch Maintenance
- ☐ Line Maintenance
- ☐ Keeping the Jet Dock Clean

Customer Signature _____
I certify that the above information is correct

Date _____

Terms and Conditions between Jet Dock Systems, Inc or Dealer ("Us" or "We") and Customer "You" regarding the Jet Dock floating drive-on docking system (the "Jet Dock" or "Dock"):

1. **Safe and Proper Operation:** You are responsible for the safe and proper operation of the Jet Dock, and will provide instruction (including a copy of the Instructions) for operation by others. You are solely responsible to determine the feasibility and safety of dry-docking the craft by "driving-on". You may have to shift your weight back during a pwc drive-on to ascend the tracking cube. In rare instances, a boat's bow eye may need to be removed. All riders and craft are different as to acceleration, size, weight, etc. Practice is essential. Bottom painted or fouled hulls must be sanded smooth.
2. **Idle Approach/Safety Pause:** You agree to: a) approach the Jet Dock at 2 mph or less; b) never drive-on while a person is standing on the Jet Dock; and c) perform a "Safety Pause" within the first third of the stern of the Jet Dock before attempting to drive-on.
3. **Determination of Safe Drive-on:** If safe and proper drive-on is not feasible due to operator capability, weather conditions, craft operation, etc., You agree not to drive-on. You will exercise caution when launching craft and acknowledge that launching requires physical aptitude and dexterity. You agree to launch the craft only if you possess such abilities, and assume all responsibility therefore, and are responsible to determine such ability in others. You agree to read and follow launch instructions in Owner's Manual and all related supplements and video. Customer must maintain all decals and contact Jet Dock for replacements as needed.
4. **Damage to Craft:** We cannot supervise the operation of your craft in the waterways, during trailering or while driving on the Jet Dock. We also cannot control inconsistencies and inadequacies of watercraft hull integrity, or the effects that wind or wave action may have on the Jet Dock or craft. Therefore, you agree that we are not responsible for abrasions, damage or chipping to craft due to improper operation, failure to keep the Jet Dock clean of dirt, sand, salt deposits or debris, or for any other reason, nor for any superficial scratches or marks of any kind.
5. **Night Storage Position:** You agree to pull up and secure the craft into the "Night Storage Position" and to regularly confirm that the stern of the craft is above contact with the water. We are not responsible for marine growth or corrosion that may occur to craft by improper storage or failure to inspect the stern for marine exposure. A secondary tension relief line may be necessary to secure craft depending upon site conditions.
6. **Safe Mooring:** You are solely responsible for the safe mooring of the Jet Dock, including the Tide Manager™ System, and agree to frequently secure, maintain, inspect or repair the mooring. For Stand-Alone Mooring Systems, we will provide guidelines for maximum water depth and sea-floor penetration. However, due to different sea-floor compositions, fluctuating water levels, waves, and changing watercraft applications, you remain solely responsible for Stand-Alone moorings.
7. **Sound Mooring Structure:** You are solely responsible to verify the structural integrity of the structure to which the Jet Dock mooring is attached. Your structure will be exposed to substantial forces during drive-on, and must exhibit sufficient structural integrity to withstand these forces. You agree to choose and maintain structures which possess sufficient structural integrity to sustain the combined mass of the Dock, craft on the Dock, craft tied about the perimeter of the Dock, craft driving on the Dock, and/or any combination thereof. Failure to select, inspect and/or maintain the appropriate mooring structure can result in sudden failure of equipment, property damage and/or serious injury or death.
8. **Improper Use:** The Jet Dock and Tide Manager™ are intended for the original specified craft(s) only. Driving-on larger, heavier or otherwise unsuitable craft may cause damage to the Jet Dock, mooring or craft itself. Consult us for modification suggestions. We are not responsible for damage to craft or the Jet Dock or other property or injury or death to you or others by the use of any Jet Dock which has been altered, redesigned, abused or misused by you or others.
9. **Ice:** Ice will not normally harm the Jet Dock when the Jet Dock can rest freely away from obstructions. However; moving ice may damage or tear away the Jet Dock. When in question, store the Jet Dock on land during winter. Ice may also damage or destroy rigid moorings like the Tide Manager. It is recommended that craft and rigid moorings be removed and safely stored on land from any Jet Dock that is intended to be iced in.
10. **Footwear:** The Jet Dock drive-on systems may become hot when exposed to the sun. Footwear must be worn. Avoid skin contact with drive-on systems.
11. **Traverse with Caution:** The Jet Dock is engineered with openings, cradles, ramps, flex points, perimeters and multi-level fluctuation. You agree to use caution and to wear an approved Personal Floatation Device at all times while on the Jet Dock and agree to require the same of others.
12. **Fueling on or from the Jet Dock material:** Fueling and/or working with flammable materials on or from the Jet Dock is not recommended and the customer assumes all risks.
13. **Regulations / Insurances:** You are responsible to obtain the required permits, variances, registrations and/or approvals for the Jet Dock, if any, and agree to comply with all regulations. We carry insurances which are normal and customary in the industry. You will be responsible for costs associated with excess premiums for any insurances which you require of us which are beyond the standard limits that are currently in effect.
14. **Handling on Land/ Non-buoyant Cubes:** The Jet Dock has its greatest structural integrity while in the water. You are responsible for any damage to the Jet Dock while launching, removing, dragging, bending or stacking of the Jet Dock when out of the water. The tracking cubes, ballast cubes, winch cubes, and keel deflection cubes are pre-drilled and are not intended to provide buoyancy.
15. **Wind, Waves, etc:** We are not responsible for damage to the Jet Dock, mooring or craft due to winds, waves, wakes, high, low or no-water conditions, etc. You should remove and land-store craft and spring-tie the Jet Dock freely, or remove them from the water when such conditions are imminent.
16. **Warranty:** The Jet Dock is sold upon the standard Warranty and subject to the limitations and exclusions specified thereon. You acknowledge receipt of the Warranty, Owners Manual, Product Video, and the Assembly and Installation Instructions. You agree to allow us to use photographs of the installation for literature and publication.
17. **Returns:** Orders canceled or reduced before departing either the Dealer's or the factory's facility shall be subject to a 15% order adjustment fee plus full cost of all non-stock items. Once departed from the facility, all "authorized" returns shall be subject to a 25% restocking fee, freight/delivery cost to be borne by you. Contact Dealer for returns procedure. Items which CANNOT be authorized for return: used items, items placed in the water, items which you have had for 30 days or more, "custom" made orders or non-stock items, air-assisted systems, and items which have been damaged by a freight company and said damage was not noted on the freight bill. Coordination with the freight company, off-loading and movement of shipped Docks are your responsibility. Docks shipped to you immediately become the responsibility of and owned by you and cannot be refused or returned without triggering this Returns provision.
18. **Checklist; Site Conditions.** You certify that the information contained in the Customer Site and Craft Specifications Checklist is accurate. You are aware of the dimensions of the Jet Dock system and confirm that the system will fit in the intended mooring location completely unobstructed as to: a) the moored position of the Jet Dock, b) the drive-on of the craft with sufficient ingress, and c) the launch of the craft with sufficient egress. You are responsible for costs, damages and/or cancellation charges associated with inaccurate Checklist information or site incompatibility, and/or unavailable or inoperable watercraft, personnel or equipment as agreed. Customer agrees to be available any time during the stated installation time frame with 72 hrs notice, if not, installation timing at dealer discretion. You also hold us harmless for any damage caused in connection with moving watercraft, docks or any other objects necessary to perform your Contract.
19. **Whole Agreement / Governing Law.** You agree that this written contract constitutes the entire agreement between the parties and that no other verbal representations, conditions or warranties were made by us, nor any conflicting statements in literature, the website, Owner's Manual etc., are being relied upon by you. This Agreement shall be governed by and construed under the domestic laws of the State of Ohio, non-exclusive of its conflict or choice of law rules that would otherwise be applicable. The state or federal courts in Cleveland, Ohio shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement.

JET DOCK® is a trademark of Jet Dock Systems, Incorporated.

X _____

I have read and agree the Terms and Conditions of this Contract

JET DOCK® . . . . . ***Your Ticket To Ride™***

9601 Corporate Circle
Cleveland, OH 44125
216-525-7232
216-750-2273 Fax

December 20, 2024

Los Angeles Port Police
425 S. Palosverdes St.
San Pedro, CA 90731

To Whom it may concern:

This is to authorize Peter A. Nuti III to represent the intrest of Jet Dock Systems, Inc. before Los Angeles Port Police, the City of Los Angeles and Los Angles County. Peter A Nutiill is the authorized negoiator for GSA Contracting and all Government Contracts.

Sincerely,

W. Allan Eva, III VP
Jet Dock Systems, Inc.

NOTARIAL SEAL
STATE OF OHIO

Michele D Hamlin
Notary Public, State of Ohio
My Commission Expires:
July 08, 2028

Michele D Hamlin