

**PURCHASE ORDER  
CHANGE  
# 6**

**HARBOR DEPARTMENT**  
City of Los Angeles  
500 Pier A Street, Wilmington, CA 90744  
(Berth 161) (310) 732-3890

DATE: July 28, 2017

**VENDOR** #4745  
Montgomery Hardware Co.  
8777 Lanyard Ct.  
Rancho Cucamonga, CA 91730

**PURCHASE ORDER NUMBER**  
31703-17  
**DATED:** April 27, 2017

THIS NOTICE IS TO ADVISE YOU THAT THE PURCHASING OFFICER IS MAKING THE FOLLOWING CHANGES IN THE ABOVE PURCHASE ORDER. PLEASE CHANGE YOUR RECORDS ACCORDINGLY.

| ITEM | QUANTITY ORDERED | UNIT | DESCRIPTION   | UNIT PRICE | TOTAL AMOUNT |
|------|------------------|------|---|------------|--------------|
|      |                  |      | <b>CHANGE FROM:</b><br><br>Expenditure for the contract period commencing April 27, 2017 and expiring April 26, 2018 is not to exceed \$100,000.00.   |            |              |
|      |                  |      | <b>CHANGE TO:</b><br><br>Expenditure for the contract period commencing April 27, 2017 and expiring April 26, 2018 is not to exceed \$149,000.00.<br><br>APPROVED AS TO FORM AND LEGALITY<br><i>[Signature]</i> 20 17<br>MICHAEL N. FEUER, City Attorney<br>By <i>[Signature]</i><br>Deputy City Attorney |            |              |

|                             |                               |                     |                            |                              |                    |
|-----------------------------|-------------------------------|---------------------|----------------------------|------------------------------|--------------------|
| REQUISITION NO.<br>E-170084 | NEW SUBTOTAL<br>\$ 149,000.00 | NEW SALES TAX<br>\$ | NEW TOTAL<br>\$ 149,000.00 | NET INCREASE<br>\$ 49,000.00 | NET DECREASE<br>\$ |
|-----------------------------|-------------------------------|---------------------|----------------------------|------------------------------|--------------------|

COMMENTS:

BUYER: Tricla Carey (310) 732-3890

HARBOR DEPARTMENT - CITY OF LOS ANGELES  
*[Signature]*  
Harbor Purchasing Officer for the Executive Director

*PWS*

FURNISH  
TRIPLICATE  
INVOICES

**BILL TO:**  
HARBOR DEPARTMENT, CITY OF LOS ANGELES  
ATTN: ACCOUNTING SECTION  
P.O. BOX 191, SAN PEDRO, CA 90733-0191

**PURCHASE ORDER  
CHANGE  
# 5**

**HARBOR DEPARTMENT**  
City of Los Angeles  
500 Pler A Street, Wilmington, CA 90744  
(Berth 161) (310) 732-3890

DATE: April 27, 2017

|                            |                            |
|----------------------------|----------------------------|
| V<br>E<br>N<br>D<br>O<br>R | #4745                      |
|                            | Montgomery Hardware Co.    |
|                            | 8777 Lanyard Ct.           |
|                            | Rancho Cucamonga, CA 91730 |

|                              |
|------------------------------|
| <b>PURCHASE ORDER NUMBER</b> |
| 31703-17                     |
| <b>DATED: April 27, 2017</b> |

THIS NOTICE IS TO ADVISE YOU THAT THE PURCHASING OFFICER IS MAKING THE FOLLOWING CHANGES IN THE ABOVE PURCHASE ORDER. PLEASE CHANGE YOUR RECORDS ACCORDINGLY.

| ITEM | QUANTITY ORDERED | UNIT | DESCRIPTION  | UNIT PRICE | TOTAL AMOUNT |
|------|------------------|------|--|------------|--------------|
|      |                  |      | <b>CHANGE FROM:</b>  |            |              |
|      |                  |      | Expenditure for the contract period commencing April 27, 2017 and expiring April 26, 2018 is not to exceed \$50,000.00.  |            |              |
|      |                  |      | <b>CHANGE TO:</b>  |            |              |
|      |                  |      | Expenditure for the contract period commencing April 27, 2017 and expiring April 26, 2018 is not to exceed \$100,000.00. |            |              |

|                             |                    |                     |                            |                              |                    |
|-----------------------------|--------------------|---------------------|----------------------------|------------------------------|--------------------|
| REQUISITION NO.<br>E-170084 | NEW SUBTOTAL<br>\$ | NEW SALES TAX<br>\$ | NEW TOTAL<br>\$ 100,000.00 | NET INCREASE<br>\$ 50,000.00 | NET DECREASE<br>\$ |
|-----------------------------|--------------------|---------------------|----------------------------|------------------------------|--------------------|

COMMENTS: Increase required for an emergency repair at the Fish Market.

BUYER: *Vaz*  
Kiliberly Azmi (310) 732-3890

HARBOR DEPARTMENT - CITY OF LOS ANGELES

*Micaela*  
Harbor Purchasing Officer for the Executive Director

FURNISH  
TRIPPLICATE  
INVOICES

BILL TO:  
HARBOR DEPARTMENT, CITY OF LOS ANGELES  
ATTN: ACCOUNTING SECTION  
P.O. BOX 191, SAN PEDRO, CA 90733-0191

**PURCHASE ORDER  
CHANGE  
# 4**



**HARBOR DEPARTMENT**  
City of Los Angeles  
500 Pier A Street, Wilmington, CA 90744  
(Berth 161) (310) 732-3890

DATE: March 29, 2017

|                            |                            |
|----------------------------|----------------------------|
| V<br>E<br>N<br>D<br>O<br>R | #4745                      |
|                            | Montgomery Hardware Co.    |
|                            | 8777 Lanyard Ct.           |
|                            | Rancho Cucamonga, CA 91730 |

|                       |
|-----------------------|
| PURCHASE ORDER NUMBER |
| 31703-16              |
| DATED: April 27, 2016 |

THIS NOTICE IS TO ADVISE YOU THAT THE PURCHASING OFFICER IS MAKING THE FOLLOWING CHANGES IN THE ABOVE PURCHASE ORDER. PLEASE CHANGE YOUR RECORDS ACCORDINGLY.

| ITEM | QUANTITY ORDERED | UNIT | DESCRIPTION  | UNIT PRICE | TOTAL AMOUNT |
|------|------------------|------|--|------------|--------------|
|      |                  |      | <p><b>CHANGE FROM:</b></p> <p>Expenditure for the contract period commencing April 27, 2016 and expiring April 26, 2017 is not to exceed \$90,000.00.</p>  |            |              |
|      |                  |      | <p><b>CHANGE TO:</b></p> <p>Expenditure for the contract period commencing April 27, 2016 and expiring April 26, 2017 is not to exceed \$105,000.00.</p> <p style="text-align: right;"> <small>APPROVED AS TO FORM AND LEGALITY</small><br/> <br/> <small>MICHAEL N. FEVER, City Attorney</small><br/> <small>By  Deputy City Attorney</small> </p> |            |              |

|                             |                               |                     |                            |                              |                    |
|-----------------------------|-------------------------------|---------------------|----------------------------|------------------------------|--------------------|
| REQUISITION NO.<br>E-160015 | NEW SUBTOTAL<br>\$ 105,000.00 | NEW SALES TAX<br>\$ | NEW TOTAL<br>\$ 105,000.00 | NET INCREASE<br>\$ 15,000.00 | NET DECREASE<br>\$ |
|-----------------------------|-------------------------------|---------------------|----------------------------|------------------------------|--------------------|

COMMENTS:

BUYER: Tricia Carey (310) 732-3890

HARBOR DEPARTMENT - CITY OF LOS ANGELES

Harbor Purchasing Officer for the Executive Director

FURNISH  
TRIPLICATE  
INVOICES

BILL TO:

HARBOR DEPARTMENT, CITY OF LOS ANGELES  
ATTN: ACCOUNTING SECTION  
P.O. BOX 191, SAN PEDRO, CA 90733-0191

**PURCHASE ORDER  
CHANGE  
#3**

**HARBOR DEPARTMENT**  
City of Los Angeles  
500 Pier A Street, Wilmington, CA 90744  
(Berth 161) (310) 732-3890

DATE: July 26, 2016

|                            |                            |
|----------------------------|----------------------------|
| V<br>E<br>N<br>D<br>O<br>R | #4745                      |
|                            | Montgomery Hardware Co.    |
|                            | 8777 Lanyard Ct.           |
|                            | Rancho Cucamonga, CA 91730 |

|                       |
|-----------------------|
| PURCHASE ORDER NUMBER |
| 31703-16              |
| DATED: April 27, 2015 |

THIS NOTICE IS TO ADVISE YOU THAT THE PURCHASING OFFICER IS MAKING THE FOLLOWING CHANGES IN THE ABOVE PURCHASE ORDER. PLEASE CHANGE YOUR RECORDS ACCORDINGLY.

| ITEM | QUANTITY ORDERED | UNIT | DESCRIPTION   | UNIT PRICE | TOTAL AMOUNT |
|------|------------------|------|---|------------|--------------|
|      |                  |      | <b>CHANGE FROM:</b>   |            |              |
|      |                  |      | Expenditure for the contract period commencing April 27, 2016 and expiring April 26, 2017 is not to exceed \$50,000.00. |            |              |
|      |                  |      | <b>CHANGE TO:</b>   |            |              |
|      |                  |      | Expenditure for the contract period commencing April 27, 2016 and expiring April 26, 2017 is not to exceed \$90,000.00. |            |              |

|                             |                              |                     |                           |                             |                    |
|-----------------------------|------------------------------|---------------------|---------------------------|-----------------------------|--------------------|
| REQUISITION NO.<br>E-160015 | NEW SUBTOTAL<br>\$ 90,000.00 | NEW SALES TAX<br>\$ | NEW TOTAL<br>\$ 90,000.00 | NET INCREASE<br>\$40,000.00 | NET DECREASE<br>\$ |
|-----------------------------|------------------------------|---------------------|---------------------------|-----------------------------|--------------------|

COMMENTS:

BUYER: Tricia Carey (310) 732-3890

HARBOR DEPARTMENT - CITY OF LOS ANGELES

Harbor Purchasing Officer for the Executive Director

FURNISH  
TRIPPLICATE  
INVOICES

BILL TO:  
HARBOR DEPARTMENT, CITY OF LOS ANGELES  
ATTN: ACCOUNTING SECTION  
P.O. BOX 191, SAN PEDRO, CA 90733-0191

**PURCHASE ORDER  
CHANGE  
# 2**

Page 1 of 3

**HARBOR DEPARTMENT**

City of Los Angeles  
500 Pier A Street, Wilmington, CA 90744  
(Berth 161) \* (310) 732-3890

DATE: March 15, 2016

|  |                            |
|--|----------------------------|
| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | <b>#4745</b>               |
|  | Montgomery Hardware Co.    |
|  | 8777 Lanyard Ct.           |
|  | Rancho Cucamonga, CA 91730 |

|                              |
|------------------------------|
| <b>PURCHASE ORDER NUMBER</b> |
| <b>31703-15</b>              |
| <b>DATED: April 27, 2015</b> |

THIS NOTICE IS TO ADVISE YOU THAT THE PURCHASING OFFICER IS MAKING THE FOLLOWING CHANGES IN THE ABOVE PURCHASE ORDER. PLEASE CHANGE YOUR RECORDS ACCORDINGLY.

| ITEM | QUANTITY ORDERED | UNIT | DESCRIPTION         | UNIT PRICE | TOTAL AMOUNT |
|------|------------------|------|---------------------|------------|--------------|
|      |                  |      | <b>CHANGE FROM:</b> |            |              |
|      |                  |      | AS WRITTEN          |            |              |
|      |                  |      | <b>CHANGE TO:</b>   |            |              |
|      |                  |      | SEE ATTACHED        |            |              |

|                             |                    |                     |                 |                    |                    |
|-----------------------------|--------------------|---------------------|-----------------|--------------------|--------------------|
| REQUISITION NO.<br>E-160015 | NEW SUBTOTAL<br>\$ | NEW SALES TAX<br>\$ | NEW TOTAL<br>\$ | NET INCREASE<br>\$ | NET DECREASE<br>\$ |
|-----------------------------|--------------------|---------------------|-----------------|--------------------|--------------------|

COMMENTS: New Labor Rates Effective 2/16/2016 and Price Lists CDs in accordance with

City of Los Angeles General Services Contract No. 59499 Amendment 2.

BUYER: Tricia Carey (310) 732-3890

HARBOR DEPARTMENT - CITY OF LOS ANGELES

  
Harbor Purchasing Officer for the Executive Director

FURNISH  
TRIPLICATE  
INVOICES

BILL TO:  
HARBOR DEPARTMENT, CITY OF LOS ANGELES  
ATTN: ACCOUNTING SECTION  
P.O. BOX 191, SAN PEDRO, CA 90733-0191

**PURCHASE ORDER  
CHANGE  
# 2**

Page 2 of 3

**HARBOR DEPARTMENT**  
City of Los Angeles  
500 Pier A Street, Wilmington, CA 90744  
(Berth 161) (310) 732-3890

DATE: March 15, 2016

|                            |                            |
|----------------------------|----------------------------|
| V<br>E<br>N<br>D<br>O<br>R | #4745                      |
|                            | Montgomery Hardware Co.    |
|                            | 8777 Lanyard Ct.           |
|                            | Rancho Cucamonga, CA 91730 |

|                              |
|------------------------------|
| <b>PURCHASE ORDER NUMBER</b> |
| 31703-15                     |
| DATED: April 27, 2015        |

| ITEM | QUANTITY ORDERED | UNIT | DESCRIPTION | UNIT PRICE | TOTAL AMOUNT |
|------|------------------|------|-------------|------------|--------------|
|------|------------------|------|-------------|------------|--------------|

**CHANGE TO:**

**ITEM # 1**

Labor, including but not limited to: Preparation, Installation, Repairs, Services, Measurements and Shop Drawings, in accordance with the materials purchased under Line Items 1, 2 and 3

Labor Classification: Carpenter

Regular rate: \$ 99.35 / Hour

Overtime rate: \$138.20 / Hour

**ITEM # 4**

Door Hardware and Accessories

PRICE LISTS on CDs:

**B - MANUFACTURER: CORBIN-RUSSWIN**

Percentage discount offered to the City: - 50 %

Price list/Catalog date: Corbin-Russwin 11/1/2015

**C - MANUFACTURER: HAGER HINGES**

Percentage discount offered to the City: - 60 %

Price list/Catalog date: Hager Hinge Price Book 4/1/2015

**D - MANUFACTURER: MARKAT**

Percentage discount offered to the City: - 50 %

Price list/Catalog date: Markar 1/1/2015 Price List

**E - MANUFACTURER: LCN**

Percentage discount offered to the City: - 45 %

Price list/Catalog date: LCN Price List Book 10/1/2015

**PURCHASE ORDER  
CHANGE**

**# 2**

Page 3 of 3

**HARBOR DEPARTMENT**

City of Los Angeles  
500 Pier A Street, Wilmington, CA 90744  
(Berth 161) \* (310) 732-3890

DATE: March 15, 2016

|                            |                            |
|----------------------------|----------------------------|
| V<br>E<br>N<br>D<br>O<br>R | #4745                      |
|                            | Montgomery Hardware Co.    |
|                            | 8777 Lanyard Ct.           |
|                            | Rancho Cucamonga, CA 91730 |

|                              |
|------------------------------|
| <b>PURCHASE ORDER NUMBER</b> |
| 31703-15                     |
| <b>DATED:</b> April 27, 2015 |

| ITEM | QUANTITY ORDERED | UNIT | DESCRIPTION | UNIT PRICE | TOTAL AMOUNT |
|------|------------------|------|-------------|------------|--------------|
|------|------------------|------|-------------|------------|--------------|

**F - MANUFACTURER: RIXON**

Percentage discount offered to the City: - 45 %  
Price list/Catalog date: Rixon Price List: 11/1/2015

**G - MANUFACTURER: NORTON**

Percentage discount offered to the City: - 50 %  
Price list/Catalog date: Norton Price List 11/1/2015

**H - MANUFACTURER: SCHLAGE**

Percentage discount offered to the City: - 50 %  
Price list/Catalog date: Schlage Price Book 10/1/2015

**I - MANUFACTURER: YALE**

Percentage discount offered to the City: - 50 %  
Price list/Catalog date: Yale Commercial Price List 1/1/2015

**J - MANUFACTURER: VON DUPRIN**

Percentage discount offered to the City: - 45 %  
Price list/Catalog date: Von Durprin Price Book 10/1/2015

**K - MANUFACTURER: PEMKO**

Percentage discount offered to the City: - 45 %  
Price list/Catalog date: Pemko Price List 1-1-2015

**L - MANUFACTURER: IVES**

Percentage discount offered to the City: - 45%  
Price list/Catalog date: Ives & Glynn Johnson Price List 10/5/2015

**M - MANUFACTURER: SARGENT**

Percentage discount offered to the City: - 50 %  
Price list/Catalog date: Sargent Price Book 11/1/2015

**N - MANUFACTURER: BEST LOCKING SYSTEMS**

Percentage discount offered to the City: - 40%  
Price list/Catalog date: Best Locking Systems Price List: 7/6/2015

**CITY OF LOS ANGELES**  
CALIFORNIA

TONY M. ROYSTER  
GENERAL MANAGER  
AND  
CITY PURCHASING AGENT



ERIC GARCETTI  
MAYOR

DEPARTMENT OF  
GENERAL SERVICES  
ROOM 701  
CITY HALL SOUTH  
111 EAST FIRST STREET  
LOS ANGELES, CA 90012  
(213) 928-9555  
FAX No. (213) 928-9515

February 16, 2016

Montgomery Hardware Co.  
8777 Lanyard Ct  
Rancho Cucamonga, CA 91730

**SUBJECT: CITY OF LOS ANGELES SUPPLY CONTRACT 59499 - AMENDMENT 2**  
**FRAMES, DOORS, FIRE REPLACEMENT DOORS AND HARDWARE**

The City of Los Angeles hereby exercises Contract Renewal Option Number 2, in accordance with the Contract terms. The Contract will now expire on 3/31/2017.

The following price changes are effective 2/16/2016:

| Item # | Description   | Old Price   | New Price   |
|--------|---|-------------|-------------|
| 1      | Labor, including but not limited to: Preparation, Installation, Repairs, Services, Measurements and Shop Drawings, in accordance with the materials purchased, Line 1, 2 and 3. | .01/Lot     | \$.01/Lot   |
|        | • Regular Rate  | \$ 93.75/hr | \$ 99.35/hr |
|        | • Overtime Rate   | \$131.25/hr | \$138.20/hr |

| Item # | Description                   | New Price |
|--------|-------------------------------|-----------|
| 4      | Door Hardware and Accessories |           |

Price Lists and CDs have been received and approved by the City Purchasing Agent effective 2/16/2016:

- B: Percentage discount offered to the City: - 50%  
Manufacturer: Corbin-Russwin      Price list no./date: November 1, 2015
- C: Percentage discount offered to the City: - 60%  
Manufacturer: Hager Hinges      Price list no./date: April 1, 2015
- D: Percentage discount offered to the City: - 50%  
Manufacturer: Markar      Price list no./date: January 1, 2015
- E: Percentage discount offered to the City: - 45%  
Manufacturer: LCN      Price list no./date: October 1, 2015



# CITY OF LOS ANGELES

CALIFORNIA

TONY M. ROYSTER  
GENERAL MANAGER  
AND  
CITY PURCHASING AGENT



ERIC GARCETTI  
MAYOR

DEPARTMENT OF  
GENERAL SERVICES  
ROOM 701  
CITY HALL SOUTH  
111 EAST FIRST STREET  
LOS ANGELES, CA 90012  
(213) 928-9555  
FAX No. (213) 928-9515

| Item # | Description                                       | New Price                             |
|--------|---|---------------------------------------|
| 4      | Door Hardware and Accessories                     |                                       |
|        | F: Percentage discount offered to the City: - 45% |                                       |
|        | Manufacturer: Rixson                              | Price list no./date: November 1, 2015 |
|        | G: Percentage discount offered to the City: - 50% |                                       |
|        | Manufacturer: Norton                              | Price list no./date: November 1, 2015 |
|        | H: Percentage discount offered to the City: - 50% |                                       |
|        | Manufacturer: Schlage                             | Price list no./date: October 1, 2015  |
|        | I: Percentage discount offered to the City: - 50% |                                       |
|        | Manufacturer: Yale                                | Price list no./date: January 1, 2015  |
|        | J: Percentage discount offered to the City: - 45% |                                       |
|        | Manufacturer: Von Duprin                          | Price list no./date: October 1, 2015  |
|        | K: Percentage discount offered to the City: - 45% |                                       |
|        | Manufacturer: Pemko                               | Price list no./date: January 1, 2015  |
|        | L: Percentage discount offered to the City: - 45% |                                       |
|        | Manufacturer: Ives                                | Price list no./date: October 5, 2015  |
|        | M: Percentage discount offered to the City: - 50% |                                       |
|        | Manufacturer: Sargent                             | Price list no./date: November 1, 2015 |
|        | C: Percentage discount offered to the City: - 40% |                                       |
|        | Manufacturer: Best                                | Price list no./date: July 6, 2015     |

Supplier requests for price adjustments must include a cover letter and price list(s) from the manufacturer, wholesaler or distributor, and show new price and percentage adjustment for each contract line item or product group. **No increases will be granted without prior approval of the City Purchasing Agent. Any increases granted are effective on the date of the City Purchasing Agent's approval.**



**PURCHASE ORDER  
CHANGE  
# 1**

**HARBOR DEPARTMENT**  
City of Los Angeles  
500 Pier A Street, Wilmington, CA 90744  
(Berth 161) 310-732-3890

DATE: September 1, 2015

|  |                            |
|--|----------------------------|
| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | #4745                      |
|  | Montgomery Hardware Co.    |
|  | 8777 Lanyard Ct.           |
|  | Rancho Cucamonga, CA 91730 |

|                              |
|------------------------------|
| <b>PURCHASE ORDER NUMBER</b> |
| 31703-15                     |
| DATED: 4/27/15               |

THIS NOTICE IS TO ADVISE YOU THAT THE PURCHASING OFFICER IS MAKING THE FOLLOWING CHANGES IN THE ABOVE PURCHASE ORDER. PLEASE CHANGE YOUR RECORDS ACCORDINGLY.

| ITEM | QUANTITY ORDERED | UNIT | DESCRIPTION   | UNIT PRICE | TOTAL AMOUNT |
|------|------------------|------|---|------------|--------------|
|      |                  |      | <p><b>CHANGE FROM:</b></p> <p><u>ESTIMATED EXPENDITURE:</u> Total expenditures under this contract are estimated to be <u>\$50,000.00</u> annually. No guarantee can be given that this total will be reached or that it will not be exceeded. Vendor agrees to furnish more or less at the unit prices quoted in accordance with actual requirements throughout the contract period, however, this amount may not be exceeded without prior written approval from the Board of Harbor Commissioners in the event amount exceeds \$150,000.00.</p> <p><u>SUB-PURCHASE ORDERS AND LIMITATIONS.</u> Sub-orders will be issued from time to time during the contract period indicated above. Vendor shall make no deliveries until a sub-order number is given for a specific delivery to the department concerned. Regardless of the expiration date, this order shall be considered cancelled if and when total expenditures reach <u>\$50,000.00</u>, unless vendor receives a written notification of an increase by the Director of Contracts and Purchasing.</p> |            |              |
|      |                  |      | <p><b>CHANGE TO:</b></p> <p><u>ESTIMATED EXPENDITURE:</u> Total expenditures under this contract are estimated to be <u>\$99,000.00</u> annually. No guarantee can be given that this total will be reached or that it will not be exceeded. Vendor agrees to furnish more or less at the unit prices quoted in accordance with actual requirements throughout the contract period, however, this amount may not be exceeded without prior written approval from the Board of Harbor Commissioners in the event amount exceeds \$150,000.00.</p> <p><u>SUB-PURCHASE ORDERS AND LIMITATIONS.</u> Sub-orders will be issued from time to time during the contract period indicated above. Vendor shall make no deliveries until a sub-order number is given for a specific delivery to the department concerned. Regardless of the expiration date, this order shall be considered cancelled if and when total expenditures reach <u>\$99,000.00</u>, unless vendor receives a written notification of an increase by the Director of Contracts and Purchasing.</p>   |            |              |

|                             |                              |                     |                           |                              |                    |
|-----------------------------|------------------------------|---------------------|---------------------------|------------------------------|--------------------|
| REQUISITION NO.<br>E-160015 | NEW SUBTOTAL<br>\$ 99,000.00 | NEW SALES TAX<br>\$ | NEW TOTAL<br>\$ 99,000.00 | NET INCREASE<br>\$ 49,000.00 | NET DECREASE<br>\$ |
|-----------------------------|------------------------------|---------------------|---------------------------|------------------------------|--------------------|

COMMENTS: Increase needed for Fish Market Project.

BUYER: Tricia Carey (310) 732-3890

HARBOR DEPARTMENT - CITY OF LOS ANGELES

*Tricia Carey*  
Harbor Purchasing Officer for the Executive Director

FURNISH  
TRIPPLICATE  
INVOICES

BILL TO:  
HARBOR DEPARTMENT, CITY OF LOS ANGELES  
ATTN: ACCOUNTING SECTION  
P.O. BOX 191, SAN PEDRO, CA 90733-0191

**RENEWAL OPTION  
NO. 2**

**HARBOR DEPARTMENT**  
City of Los Angeles  
500 Pier A Street, Wilmington, CA 90744  
(Berth 161) 310-732-3890

DATE: January 27, 2017

Page 1 of 2

|                            |                            |
|----------------------------|----------------------------|
| V<br>E<br>N<br>D<br>O<br>R | #4745                      |
|                            | Montgomery Hardware Co.    |
|                            | 8777 Lanyard Ct.           |
|                            | Rancho Cucamonga, CA 91730 |


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| <b>PURCHASE ORDER NUMBER</b> |
| 31703-16                     |
| DATED: April 27, 2015        |

THIS NOTICE IS TO ADVISE YOU THAT THE PURCHASING OFFICER IS MAKING THE FOLLOWING CHANGES IN THE ABOVE PURCHASE ORDER. PLEASE CHANGE YOUR RECORDS ACCORDINGLY.


| ITEM | QUANTITY ORDERED | UNIT | DESCRIPTION  | UNIT PRICE | TOTAL AMOUNT |
|------|------------------|------|--|------------|--------------|
|      |                  |      | <p><b>CHANGE FROM:</b></p> <p>Delete date of expiration shown on contract.</p> <p>Annual Contract Reference No.: 31703-16</p>  |            |              |
|      |                  |      | <p><b>CHANGE TO:</b></p> <p>Renewal Option Number 2 granted in Vendor's Bid No. 12196 is hereby exercised. New expiration date of order is now April 26, 2018.</p> <p>Expenditure for the new contract period commencing April 27, 2017 and expiring April 26, 2018 is not to exceed \$50,000.00.</p> <p>Annual Contract Reference No.: 31703-17</p> |            |              |

|                            |                    |                     |                 |                    |                    |
|----------------------------|--------------------|---------------------|-----------------|--------------------|--------------------|
| REQUISITION NO.<br>E170084 | NEW SUBTOTAL<br>\$ | NEW SALES TAX<br>\$ | NEW TOTAL<br>\$ | NET INCREASE<br>\$ | NET DECREASE<br>\$ |
|----------------------------|--------------------|---------------------|-----------------|--------------------|--------------------|

COMMENTS: Exercise Second and Final Renewal Option.

BUYER: Jane Ugald  (310) 732-3018

HARBOR DEPARTMENT - CITY OF LOS ANGELES

  
Harbor Purchasing Officer for the Executive Director

FURNISH  
TRIPPLICATE  
INVOICES

BILL TO:  
HARBOR DEPARTMENT, CITY OF LOS ANGELES  
ATTN: ACCOUNTING SECTION  
P.O. BOX 191, SAN PEDRO, CA 90733-0191

**RENEWAL OPTION  
NO. 2**

**HARBOR DEPARTMENT**  
City of Los Angeles  
500 Pier A Street, Wilmington, CA 90744  
(Berth 161) 310-732-3890

DATE: January 27, 2017

Page 2 of 2

|                            |                            |
|----------------------------|----------------------------|
| V<br>E<br>N<br>D<br>O<br>R | #4745                      |
|                            | Montgomery Hardware Co.    |
|                            | 8777 Lanyard Ct.           |
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|                       |
|-----------------------|
| PURCHASE ORDER NUMBER |
| 31703-16              |
| DATED: April 27, 2015 |

THIS NOTICE IS TO ADVISE YOU THAT THE PURCHASING OFFICER IS MAKING THE FOLLOWING CHANGES IN THE ABOVE PURCHASE ORDER. PLEASE CHANGE YOUR RECORDS ACCORDINGLY.

| ITEM | QUANTITY ORDERED | UNIT | DESCRIPTION  | UNIT PRICE | TOTAL AMOUNT |
|------|------------------|------|--|------------|--------------|
|      |                  |      | <b>CHANGE FROM:</b>  |            |              |
|      |                  |      | <b>CHANGE TO:</b><br><br><b>INSURANCE</b> Contractor shall maintain at its own expense proof of insurance which includes the City of Los Angeles Harbor Department as additional insured in accordance with the types and the minimum limits specified in Bid Request No. <u>12196</u> .<br><br>Insurance carriers must be admitted in the State of California or policies must be written through a California licensed surplus lines broker.<br><br><b>NO WORK SHALL BE DONE AND NO PAYMENT WILL BE MADE WITHOUT APPROVED INSURANCE REMAINING IN EFFECT.</b> |            |              |

|                            |                    |                     |                 |                    |                    |
|----------------------------|--------------------|---------------------|-----------------|--------------------|--------------------|
| REQUISITION NO.<br>E170084 | NEW SUBTOTAL<br>\$ | NEW SALES TAX<br>\$ | NEW TOTAL<br>\$ | NET INCREASE<br>\$ | NET DECREASE<br>\$ |
|----------------------------|--------------------|---------------------|-----------------|--------------------|--------------------|

COMMENTS: Exercise Second and Final Renewal Option.

BUYER: Jane Ugaldes *JU* (310) 732-3016

HARBOR DEPARTMENT - CITY OF LOS ANGELES

*J. Bell*  
Harbor Purchasing Officer for the Executive Director

FURNISH  
TRIPLICATE  
INVOICES

BILL TO:  
HARBOR DEPARTMENT, CITY OF LOS ANGELES  
ATTN: ACCOUNTING SECTION  
P.O. BOX 191, SAN PEDRO, CA 90733-0191

# RENEWAL OPTION NO. 1

**HARBOR DEPARTMENT**  
City of Los Angeles  
500 Pier A Street, Wilmington, CA 90744  
(Berth 161) (310) 732-3890

DATE: March 15, 2016

Page 1 of 2

|                            |                            |
|----------------------------|----------------------------|
| V<br>E<br>N<br>D<br>O<br>R | #4745                      |
|                            | Montgomery Hardware Co.    |
|                            | 8777 Lanyard Ct.           |
|                            | Rancho Cucamonga, CA 91730 |

|                              |
|------------------------------|
| <b>PURCHASE ORDER NUMBER</b> |
| 31703-15                     |
| DATED: April 27, 2015        |

THIS NOTICE IS TO ADVISE YOU THAT THE PURCHASING OFFICER IS MAKING THE FOLLOWING CHANGES IN THE ABOVE PURCHASE ORDER. PLEASE CHANGE YOUR RECORDS ACCORDINGLY.

| ITEM | QUANTITY ORDERED | UNIT | DESCRIPTION   | UNIT PRICE | TOTAL AMOUNT |
|------|------------------|------|---|------------|--------------|
|      |                  |      | <b>CHANGE FROM:</b><br><br>Delete date of expiration shown on contract.<br><br>Annual Contract Reference No.: 31703-15  |            |              |
|      |                  |      | <b>CHANGE TO:</b><br><br>Renewal granted in Vendor's Bid No. 12196 in accordance with the City of Los Angeles Contract No. 59499 Bid No. EV-3443. New expiration date of order is now April 26, 2017.<br><br>Expenditure for the new contract period commencing April 27, 2016 and expiring April 26, 2017 is not to exceed \$50,000.00.<br><br>Annual Contract Reference No.: 31703-16 |            |              |

|                             |                    |                     |                 |                    |                     |
|-----------------------------|--------------------|---------------------|-----------------|--------------------|---------------------|
| REQUISITION NO.<br>E-160073 | NEW SUBTOTAL<br>\$ | NEW SALES TAX<br>\$ | NEW TOTAL<br>\$ | NET INCREASE<br>\$ | NET DECREASE.<br>\$ |
|-----------------------------|--------------------|---------------------|-----------------|--------------------|---------------------|

COMMENTS: Exercise First Renewal Option.

BUYER: Tricia Carey (310) 732-3890

HARBOR DEPARTMENT, CITY OF LOS ANGELES

*Tricia Carey*  
Harbor Purchasing Officer for the Executive Director

FURNISH  
TRIPLICATE  
INVOICES

BILL TO:  
HARBOR DEPARTMENT, CITY OF LOS ANGELES  
ATTN: ACCOUNTING SECTION  
P.O. BOX 191, SAN PEDRO, CA 90733-0191

# RENEWAL OPTION NO. 1

**HARBOR DEPARTMENT**  
City of Los Angeles  
500 Pier A Street, Wilmington, CA 90744  
(Berth 161) (310) 732-3890

DATE: March 15, 2016

Page 2 of 2

|                            |                            |
|----------------------------|----------------------------|
| V<br>E<br>N<br>D<br>O<br>R | #4745                      |
|                            | Montgomery Hardware Co.    |
|                            | 8777 Lanyard Ct.           |
|                            | Rancho Cucamonga, CA 91730 |

|                       |
|-----------------------|
| PURCHASE ORDER NUMBER |
| 31703-15              |
| DATED: April 27, 2015 |

THIS NOTICE IS TO ADVISE YOU THAT THE PURCHASING OFFICER IS MAKING THE FOLLOWING CHANGES IN THE ABOVE PURCHASE ORDER. PLEASE CHANGE YOUR RECORDS ACCORDINGLY.

| ITEM | QUANTITY ORDERED | UNIT | DESCRIPTION  | UNIT PRICE | TOTAL AMOUNT |
|------|------------------|------|--|------------|--------------|
|      |                  |      | <b>CHANGE FROM:</b>  |            |              |
|      |                  |      | <b>CHANGE TO:</b><br><br><u>INSURANCE</u> Contractor shall maintain at its own expense proof of insurance which includes the City of Los Angeles Harbor Department as additional insured in accordance with the types and the minimum limits specified in Bid Request No. <u>12196</u> .<br><br>Insurance carriers must be admitted in the State of California or policies must be written through a California licensed surplus lines broker.<br><br><b>NO WORK SHALL BE DONE AND NO PAYMENT WILL BE MADE WITHOUT APPROVED INSURANCE REMAINING IN EFFECT.</b> |            |              |

|                             |                    |                     |                 |                    |                    |
|-----------------------------|--------------------|---------------------|-----------------|--------------------|--------------------|
| REQUISITION NO.<br>E-160073 | NEW SUBTOTAL<br>\$ | NEW SALES TAX<br>\$ | NEW TOTAL<br>\$ | NET INCREASE<br>\$ | NET DECREASE<br>\$ |
|-----------------------------|--------------------|---------------------|-----------------|--------------------|--------------------|

COMMENTS: Exercise First Renewal Option.

BUYER: Tricia Carey (310) 732-3890

|  |                                    |  |
|--|------------------------------------|--|
| HARBOR DEPARTMENT - CITY OF LOS ANGELES<br><br><i>Tricia Carey</i><br>Harbor Purchasing Officer for the Executive Director | FURNISH<br>TRIPPLICATE<br>INVOICES | BILL TO:<br>HARBOR DEPARTMENT, CITY OF LOS ANGELES<br>ATTN: ACCOUNTING SECTION<br>P.O. BOX 191, SAN PEDRO, CA 90733-0191 |
|--|------------------------------------|--|

City of Los Angeles, California

Contract

City of Los Angeles Purchasing Agent  
111 E 1ST STREET  
ROOM 110  
LOS ANGELES CA 90012

Vendor ID: 0000037980  
MONTGOMERY HARDWARE CO  
8777 LANYARD CT  
RANCHO CUCAMONGA CA 91730

|   |                                  |
|---|----------------------------------|
| Contract ID<br>59499                              | Page<br>1                        |
| Contract Dates<br>04/01/2013 to 03/31/2017        | Rate Date<br>PO Date             |
| Description:<br>Frames, Doors, Fire Rcpmnts, Hdwr | Contract Maximum<br>2,400,000.00 |

City of Los Angeles' vendors are required to have on file an approved Affirmative Action Plan and Certification. Contact Buyer at the City Purchasing Office at (213-485-3677) for information on this requirement.

In order to receive payments from the City of Los Angeles, vendors must have a valid Business Tax Registration Certificate (BTRC) number. Contact the City Clerk's Tax and Permits Division (213-485-3916) for information on this requirement.

All shipments, shipping papers, invoices and correspondence must be identified with the City of Los Angeles' Contract Purchase Order Number.

Overshipments will not be accepted unless authorized by requestor prior to shipment. Terms and conditions of parent contract are binding on its Contract Purchase Orders.

Procurement Analyst: Martha Medina Phone Number: 213-928-9556  
E-mail address: Martha.Medina@lacity.org Fax Number: 928-9511 or 13

Renewal Options: 4 Option Date 1 = 03/25/15 Option Date 2 = 02/16/16 Option Date 3 = -/-/  
Options Granted: 2 Option Date 4 = -/-/

Notice of award of contract No. 59499 RFQ No.:EV3443 Previous Contract: 58756  
Payment Terms: Net 30 Days Delivery: 15-45 Days A R O

Contract is awarded for: \*\*FRAMES, DOORS, FIRE REPLACEMENTS DRS & HARDWARE\*\*

You are hereby notified of the award of this contract with the City of Los Angeles in accordance with RFQ NO. EV 3443, to furnish the City's annual requirements for the items and/or services identified in this document. The entire RFQ (including Attachment A and specifications) or any items thereof, addendums, and general conditions comprise the contract. The Quotation document signed by the appropriate contractor and by duly authorized City officials is on file in the Purchasing Agent's office.

Contract is awarded FOR: \*\*FRAMES, DOORS, FIRE REPLACEMENTS DRS & HARDWARE\*\*

NOTE: SALES TAX WILL BE ADDED AT TIME OF ORDER.

# City of Los Angeles, California

## Contract

**City of Los Angeles Purchasing Agent**  
 111 E 1ST STREET  
 ROOM 110  
 LOS ANGELES CA 90012

**Vendor ID:** 0000037980  
**MONTGOMERY HARDWARE CO**  
 8777 LANYARD CT  
 RANCHO CUCAMONGA CA 91730

|   |  |   |
|---|--|---|
| <b>Contract ID</b><br>59499                               |  | <b>Page</b><br>2                        |
| <b>Contract Dates</b><br>04/01/2013 to 03/31/2017         |  | <b>Rate Date</b><br>PO Date             |
| <b>Description:</b><br>Frames, Doors, Fire Rcpimnts, Hdwr |  | <b>Contract Maximum</b><br>2,400,000.00 |

| Line # | Item ID | Item Desc   | Item Qty | Minimum Order Amt | Contract Qty | Maximum Amt |
|--------|---------|---|----------|-------------------|--------------|-------------|
| 1      | 0.00    | Labor, including but not limited to: Preparation, Installation, Repairs, Services, Measurements and Shop Drawings, in accordance with the materials purchased under Line Items 1, 2 and 3 | 0        | 0.00              | 0            |             |

|                         |                 |                  |  |
|-------------------------|-----------------|------------------|--|
| <b>Price Agreement:</b> | Price Date:     | PO Date          |  |
|                         | Price Quantity: | Line Quantity    |  |
|                         | Quantity Type:  | Quantity To Date |  |
| Contract Base Price     | \$ 0.01000      | LO               |  |

**LABOR:**  
 Labor for work performed in accordance with the RFQ/Contract specifications and requirements.

Labor Classification: Carpenter  
 NEW RATES EFFECT 2/16/2016 CONTRACT AMENDMENT 2

Regular rate: \$ 93.75/Hour NEW RATE: \$99.35

Overtime rate: \$131.25/Hour NEW RATE: 138.20

**LABOR: Additional Labor Classifications**  
 Labor for work performed in accordance with the RFQ/Contract specifications and requirements.

Labor Classification: To be Determined per Project & Job

Regular rate: \$/Hour +25% over prevailing wage classification

Overtime rate: \$/Hour+25% over prevailing wage classification

Labor rates shall be subject to change in accordance with the applicable prevailing wage, living wage, or minimum wage, and upon supplier's written notification to the Purchasing Agent.

|   |      |                                    |   |      |   |
|---|------|------------------------------------|---|------|---|
| 2 | 0.00 | Wood Doors, Various Manufacturers. | 1 | 0.00 | 0 |
|---|------|------------------------------------|---|------|---|

|                         |                 |                  |  |
|-------------------------|-----------------|------------------|--|
| <b>Price Agreement:</b> | Price Date:     | PO Date          |  |
|                         | Price Quantity: | Line Quantity    |  |
|                         | Quantity Type:  | Quantity To Date |  |
| Contract Base Price     | \$ 0.01000      | LO               |  |

Note: Wood Doors will be quoted on a job by job basis using manufacturer best suited for scope and or as requested by City Agency.

**WOOD DOOR SPECIFICATION & INDUSTRY STANDARD:**

A-MANUFACTURER: GRAHAM INDUSTRIES

Door Type: Flush

Performance Standard: WDMA/AWS Extra Heavy Duty  
 As adopted by the Window and Door Manufacturers Association (WDMA), <https://www.wdma.com/> and Architectural Woodwork Standards (AWS).

Appearance Aesthetic: WDMA Premium/Custom Grade

# City of Los Angeles, California

## Contract

**City of Los Angeles Purchasing Agent**  
 111 E 1ST STREET  
 ROOM 110  
 LOS ANGELES CA 90012

**Vendor ID:** 0000037980  
**MONTGOMERY HARDWARE CO**  
 8777 LANYARD CT  
 RANCHO CUCAMONGA CA 91730

|  |  |   |
|--|--|---|
| <b>Contract ID</b><br>59499                              |  | <b>Page</b><br>3                        |
| <b>Contract Dates</b><br>04/01/2013 to 03/31/2017        |  | <b>Rate Date</b><br>PO Date             |
| <b>Description:</b><br>Frames, Doors, Fire Rcpmnts, Hdwr |  | <b>Contract Maximum</b><br>2,400,000.00 |

| Line # | Item ID | Item Desc | Item Qty | Minimum Order Amt | Item Qty | Contract Maximum Amt |
|--------|---------|-----------|----------|-------------------|----------|----------------------|
|--------|---------|-----------|----------|-------------------|----------|----------------------|

**PRICE LIST DISCOUNTS/MARK UPS:**  
 Percentage discount (1) charged to the City: - 35%

Price list no./date: MARCH 1,2013

Applicable price column: LIST PRICE

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

**WOOD DOOR SPECIFICATION & INDUSTRY STANDARD:**

**B-MANUFACTURER: OREGON DOOR**

Door Type: FLUSH

Performance Standard: WDMA/AWS Extra Heavy Duty  
 As adopted by the Window and Door Manufacturers Association (WDMA), <https://www.wdma.com/> and Architectural Woodwork Standards (AWS).

Appearance Aesthetic:WDMA Premium/Custom Grade

**PRICE LIST DISCOUNTS/MARK UPS:**  
 Percentage mark up (+) charged to the City: + 40%

Price list/Catalog date: Montgomery Hardware's Invoiced Cost

Applicable price column: Montgomery Hardware's Invoiced Cost

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

**WOOD DOOR SPECIFICATION & INDUSTRY STANDARD:**

**C-MANUFACTURER: EGGARS INDUSTRIES (as used on Los Angeles City Hall)**

Door Type: Flush, Stile and Rail

Performance Standard: WDMA/AWS Extra Heavy Duty  
 As adopted by the Window and Door Manufacturers Association (WDMA), <https://www.wdma.com/> and Architectural Woodwork Standards (AWS).

Appearance Aesthetic:WDMA Premium/Custom Grade

**PRICE LIST DISCOUNTS/MARK UPS:**  
 Percentage mark up (+) charged to the City: + 40%

Manufacturer: EGGARS DOORS

Price list no./date: Montgomery Hardware's Invoiced Cost

Applicable price column: Montgomery Hardware's Invoiced Cost

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

City of Los Angeles, California

Contract

City of Los Angeles Purchasing Agent  
 111 E 1ST STREET  
 ROOM 110  
 LOS ANGELES CA 90012

Vendor ID: 0000037980  
 MONTGOMERY HARDWARE CO  
 8777 LANYARD CT  
 RANCHO CUCAMONGA CA 91730

|  |                                  |
|--|----------------------------------|
| Contract ID<br>59499                               | Page<br>4                        |
| Contract Dates<br>04/01/2013 to 03/31/2017         | Rate Date<br>PO Date             |
| Description:<br>Frames, Doors, Fire RcpImnts, Hdwr | Contract Maximum<br>2,400,000.00 |

| Line # | Item ID | Item Desc | Item Qty | Minimum Order Amt | Contract Qty | Maximum Amt |
|--------|---------|-----------|----------|-------------------|--------------|-------------|
|--------|---------|-----------|----------|-------------------|--------------|-------------|

WOOD DOOR SPECIFICATION & INDUSTRY STANDARD:

D-MANUFACTURER: VT INDUSTRIES

Door Type: HIGH PRESSURE DECORATIVE LAMINATE

Performance Standard: WDMA/AWS Extra Heavy Duty  
 As adopted by the Window and Door Manufacturers Association (WDMA), <https://www.wdma.com/> and Architectural Woodwork Standards (AWS).

Appearance Aesthetic: WDMA Premium/Custom Grade

PRICE LIST DISCOUNTS/MARK UPS:  
 Percentage discount(-) charged to the City: - 35%

Price list/Catalog date: March 1, 2013

Applicable price column: List Price

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

|   |      |  |   |      |   |  |
|---|------|--|---|------|---|--|
| 3 | 0.00 | Metal Doors and Frames, Various Manufacturers. | 1 | 0.00 | 0 |  |
|---|------|--|---|------|---|--|

|                         |                 |                  |
|-------------------------|-----------------|------------------|
| <b>Price Agreement:</b> | Price Date:     | PO Date          |
|                         | Price Quantity: | Line Quantity    |
|                         | Quantity Type:  | Quantity To Date |
| Contract Base Price     | \$ 0.01000      | LO               |

Note: Metal Doors and Frames will be quoted on a job by job basis using manufacturer best suited for scope and or as requested by City Agency.

METAL DOOR SPECIFICATION & INDUSTRY STANDARD:

A-MANUFACTURER: CURRIES

Performance Standard:  
 Meets or exceeds SDI 100 Steel Door Institute (SDI), ANSI A250 8-2003 and HMMA 860 Hollow Metal Manufacturers Association (HMMA) and National Association of Architectural Metal Manufacturers (NAAMM). Fire Rated products tested and

listed in strict compliance with provisions of NFPA 80, NFPA 252, National Fire Protection Association, ASTM E2074, UBC 7-2-1997 and UL 10B & 10.

<http://www.steeldoor.org/ansl.php>

PRICE LIST DISCOUNTS/MARK UPS:

Manufacturer: CURRIES  
 State percentage /mark up (+) offered to the City: + 40 %

Price list/Catalog date: Montgomery Hardware's Invoiced Cost

# City of Los Angeles, California

## Contract

**City of Los Angeles Purchasing Agent**  
 111 E 1ST STREET  
 ROOM 110  
 LOS ANGELES CA 90012

**Vendor ID: 0000037980**  
 MONTGOMERY HARDWARE CO  
 8777 LANYARD CT  
 RANCHO CUCAMONGA CA 91730

|   |   |
|---|---|
| <b>Contract ID</b><br>59499                               | <b>Page</b><br>5                        |
| <b>Contract Dates</b><br>04/01/2013 to 03/31/2017         | <b>Rate Date</b><br>PO Date             |
| <b>Description:</b><br>Frames, Doors, Fire RcpImnts, Hdwr | <b>Contract Maximum</b><br>2,400,000.00 |

| Line # | Item ID | Item Desc | Item Minimum Order Qty | Order Amt | Item Contract Maximum Qty | Contract Maximum Amt |
|--------|---------|-----------|------------------------|-----------|---------------------------|----------------------|
|--------|---------|-----------|------------------------|-----------|---------------------------|----------------------|

Applicable price column: Montgomery Hardware's Invoiced Cost

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

**METAL DOOR SPECIFICATION & INDUSTRY STANDARD:**

**B-MANUFACTURE: DOOR COMPONENTS, INC.**

**Performance Standard:**

Meets or exceeds SDI 100 Steel Door Institute (SDI) , ANSI A250 8-2003 and HMMA 860 Hollow Metal Manufacturers Association (HMMA) and National Association of Architectural Metal Manufacturers (NAAMM). Fire Rated products tested and

listed in strict compliance with provisions of NFPA 80, NFPA 252, National Fire Protection Association, ASTM E2074, UBC 7-2-1997 and UL 10B & 10.

<http://www.steeldoor.org/ansi.php>

**PRICE LIST DISCOUNTS/MARK UPS:**

Manufacturer: Door Components, Inc.

State percentage discount / offered to the City: - 35 %

Price list/Catalog date: March 1, 2013

Applicable price column: List Price

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

**METAL DOOR SPECIFICATION & INDUSTRY STANDARD:**

**C-MANUFACTURE: SECURITY METAL PRODUCTS CORP.**

**Performance Standard:**

Meets or exceeds SDI 100 Steel Door Institute (SDI) , ANSI A250 8-2003 and HMMA 860 Hollow Metal Manufacturers Association (HMMA) and National Association of Architectural Metal Manufacturers (NAAMM). Fire Rated products tested and

listed in strict compliance with provisions of NFPA 80, NFPA 252, National Fire Protection Association, ASTM E2074, UBC 7-2-1997 and UL 10B & 10.

<http://www.steeldoor.org/ansi.php>

**PRICE LIST DISCOUNTS/MARK UPS:**

Manufacturer: Security Metal Products Corp.

State percentage mark up (+) offered to the City: + 40 %

Price list/Catalog date: Montgomery Hardware's Invoiced Cost

Applicable price column: Montgomery Hardware's Invoiced Cost

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

# City of Los Angeles, California

## Contract

**City of Los Angeles Purchasing Agent**  
 111 E 1ST STREET  
 ROOM 110  
 LOS ANGELES CA 90012

**Vendor ID:** 0000037980  
 MONTGOMERY HARDWARE CO  
 8777 LANYARD CT  
 RANCHO CUCAMONGA CA 91730

|  |   |
|--|---|
| <b>Contract ID</b><br>59499                              | <b>Page</b><br>6                        |
| <b>Contract Dates</b><br>04/01/2013 to 03/31/2017        | <b>Rate Date</b><br>PO Date             |
| <b>Description:</b><br>Frames, Doors, Fire Rcpmnts, Hdwr | <b>Contract Maximum</b><br>2,400,000.00 |

| Line # | Item ID | Item Desc | Item Minimum Order Qty | Order Amt | Item Contract Maximum Qty | Contract Maximum Amt |
|--------|---------|-----------|------------------------|-----------|---------------------------|----------------------|
|--------|---------|-----------|------------------------|-----------|---------------------------|----------------------|

METAL DOOR SPECIFICATION & INDUSTRY STANDARD:

D-MANUFACTURE: SPECIAL-LITE, INC.

Type/Description: Flush: Monumental, Aluminum, Acrylic-Modified Polyester (AMP) and Fiberglass Reinforced Polyester (FRP)

PRICE LIST DISCOUNTS/MARK UPS:

Manufacturer: SPECIAL-LITE, INC.

State percentage Mark up (+) offered to the City: + 40 %

Price list/Catalog date: Montgomery Hardware's Invoiced Cost

Applicable price column: Montgomery Hardware's Invoiced Cost

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

METAL DOOR SPECIFICATION & INDUSTRY STANDARD:

E-MANUFACTURE: TIGER DOORS

Type/Description: Flush: Acrylic-Modified Polyester (AMP) and Fiberglass Reinforced Polyester (FRP) fiberglass frames are construction with heavy walled fiberglass pultrusion profiles with bonded fiberglass reinforcements for hardware.

PRICE LIST DISCOUNTS/MARK UPS:

Manufacturer: TIGER DOORS

State percentage mark up (+) offered to the City: + 40 %

Price list/Catalog date: Montgomery Hardware's Invoiced Cost

Applicable price column: Montgomery Hardware's Invoiced Cost

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

METAL DOOR SPECIFICATION & INDUSTRY STANDARD:

F-MANUFACTURE: TIMELY FRAMES

Type/Description: Flush: Acrylic-Modified Polyester (AMP) and Fiberglass Reinforced Polyester (FRP) fiberglass frames are construction with heavy walled fiberglass pultrusion profiles with bonded fiberglass reinforcements for hardware.

PRICE LIST DISCOUNTS/MARK UPS:

# City of Los Angeles, California

## Contract

**City of Los Angeles Purchasing Agent**  
 111 E 1ST STREET  
 ROOM 110  
 LOS ANGELES CA 90012

**Vendor ID:** 0000037980  
 MONTGOMERY HARDWARE CO  
 8777 LANYARD CT  
 RANCHO CUCAMONGA CA 91730

|   |   |
|---|---|
| <b>Contract ID</b><br>59499                               | <b>Page</b><br>7                        |
| <b>Contract Dates</b><br>04/01/2013 to 03/31/2017         | <b>Rate Date</b><br>PO Date             |
| <b>Description:</b><br>Frames, Doors, Fire Rcpimnts, Hdwr | <b>Contract Maximum</b><br>2,400,000.00 |

| Line # | Item ID | Item Desc | Item Qty | Minimum Order Amt | Contract Maximum Amt |
|--------|---------|-----------|----------|-------------------|----------------------|
|--------|---------|-----------|----------|-------------------|----------------------|

State percentage discount (-)/offered to the City: - 35 %

Price list/Catalog date: Timely Door Frames January 2010 Price List

Applicable price column: January 2010 Price List

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

**METAL DOOR SPECIFICATION & INDUSTRY STANDARD:**

**G-MANUFACTURE: WESTERN INTERGRATED MATERIALS & SUPPLIERS:**

Type/Description: Flush: Acrylic-Modified Polyester (AMP) and Fiberglass Reinforced Polyester (FRP) fiberglass frames are construction with heavy walled fiberglass pultrusion profiles with bonded fiberglass reinforcements for hardware

**PRICE LIST DISCOUNTS/MARK UPS:**

State percentage discount (-)/offered to the City: - 5 %

Price list/Catalog date: Western Intergated 2010 Price List

Applicable price column: List Price

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

**METAL DOOR SPECIFICATION & INDUSTRY STANDARD:**

**H-MANUFACTURE: STEELCRAFT**

Type/Description: Flush: Acrylic-Modified Polyester (AMP) and Fiberglass Reinforced Polyester (FRP) fiberglass frames are construction with heavy walled fiberglass pultrusion profiles with bonded fiberglass reinforcements for hardware

**PRICE LIST DISCOUNTS/MARK UPS:**

State percentage discount (-)/offered to the City: - 35 %

Price list/Catalog date: Steelcraft Price Manual Rev. 9/2012

Applicable price column: List Price

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

**METAL DOOR SPECIFICATION & INDUSTRY STANDARD:**

**I-MANUFACTURE: MISC. VARIOUS OTHERS AS REQUIRED**

Type/Description: Flush: Acrylic-Modified Polyester (AMP) and Fiberglass Reinforced Polyester (FRP) fiberglass frames are construction with heavy walled fiberglass pultrusion profiles with bonded fiberglass reinforcements for hardware

**PRICE LIST DISCOUNTS/MARK UPS:**

# City of Los Angeles, California

## Contract

**City of Los Angeles Purchasing Agent**  
 111 E 1ST STREET  
 ROOM 110  
 LOS ANGELES CA 90012

**Vendor ID:** 0000037980  
**MONTGOMERY HARDWARE CO**  
 8777 LANYARD CT  
 RANCHO CUCAMONGA CA 91730

|   |   |
|---|---|
| <b>Contract ID</b><br>59499                               | <b>Page</b><br>8                        |
| <b>Contract Dates</b><br>04/01/2013 to 03/31/2017         | <b>Rate Date</b><br>PO Date             |
| <b>Description:</b><br>Frames, Doors, Fire Rcpimnts, Hdwr | <b>Contract Maximum</b><br>2,400,000.00 |

| Line # | Item ID | Item Desc | Item Qty | Minimum Order Amt | Contract Qty | Maximum Amt |
|--------|---------|-----------|----------|-------------------|--------------|-------------|
|--------|---------|-----------|----------|-------------------|--------------|-------------|

State percentage mark up (+)/offered to the City: +40 %

Price list/Catalog date: Montgomery Hardware's Invoiced Cost

Applicable price column: Montgomery Hardware's Invoiced Cost

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

|   |      |   |   |      |   |
|---|------|---|---|------|---|
| 4 | 0.00 | Door Hardware & Accessories In conjunction with preperation and installation of Doors under line item 1 & 2 | 1 | 0.00 | 0 |
|---|------|---|---|------|---|

|                         |                 |                  |  |
|-------------------------|-----------------|------------------|--|
| <b>Price Agreement:</b> | Price Date:     | PO Date          |  |
|                         | Price Quantity: | Line Quantity    |  |
|                         | Quantity Type:  | Quantity To Date |  |
| Contract Base Price     | \$ 0.01000      | LO               |  |

Note: Hardware will be quoted on a job by job basis using manufacturer best suited for scope and or as requested by City Agency.

**DOOR HARDWARE & ACCESSORIES MANUFACTURER/SUPPLIER:**

**A-MANUFACTURER: ANEMOSTAT**

State percentage discount (-)/offered to the City: - 50 %

Price list/Catalog date: Anemostat price list: Rev. 2-1-2012

Applicable price column: List Price

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

**DOOR HARDWARE & ACCESSORIES MANUFACTURER/SUPPLIER:**

**B-MANUFACTURER: CORBIN-RUSSWIN**

State percentage discount (-)/ to the City: - 50 %

NEW CATALOG APPROVAL EFFECT 2/16/16:

Price list/Catalog date: Corbin-Russwin 11/1/2015

Applicable price column: List Price

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

**DOOR HARDWARE & ACCESSORIES MANUFACTURER/SUPPLIER:**

**C-MANUFACTURER: HAGER HINGES**

State percentage discount (-)/ offered to the City: - 60 %

**City of Los Angeles, California**  
**Contract**

**City of Los Angeles Purchasing Agent**  
111 E 1ST STREET  
ROOM 110  
LOS ANGELES CA 90012

**Vendor ID:** 0000037980  
MONTGOMERY HARDWARE CO  
8777 LANYARD CT  
RANCHO CUCAMONGA CA 91730

|   |   |
|---|---|
| <b>Contract ID</b><br>59499                               | <b>Page</b><br>9                        |
| <b>Contract Dates</b><br>04/01/2013 to 03/31/2017         | <b>Rate Date</b><br>PO Date             |
| <b>Description:</b><br>Frames, Doors, Fire Rcpimnts, Hdwr | <b>Contract Maximum</b><br>2,400,000.00 |

| Line # | Item ID | Item Desc | Item Minimum Order Qty | Order Amt | Item Contract Maximum Qty | Contract Maximum Amt |
|--------|---------|-----------|------------------------|-----------|---------------------------|----------------------|
|--------|---------|-----------|------------------------|-----------|---------------------------|----------------------|

NEW CATALOG PRICE APPROVED EFFECTIVE 2/16/2016

Price list/Catalog date: Hager Hinge Price Book 4/1/2015  
Applicable price column: List Price

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

DOOR HARDWARE & ACCESSORIES MANUFACTURER/SUPPLIER:

D-MANUFACTURER: MARKAT

NEW PRICE CATALOG EFFECTIVE 2/16/2016

State percentage discount (-)/ offered to the City: - 50 %

Price list/Catalog date: Markat 1/1/2015 Price List

Applicable price column: List Price

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

DOOR HARDWARE & ACCESSORIES MANUFACTURER/SUPPLIER:

E-MANUFACTURER: LCN

State percentage discount (-)/ offered to the City: - 45 %

NEW APPROVED PRICE CATALOG EFFECTIVE 2/16/2016:

Price list/Catalog date: LCN Price List Book 10/1/2015  
Applicable price column: List Price

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

DOOR HARDWARE & ACCESSORIES MANUFACTURER/SUPPLIER:

F-MANUFACTURER: RIXON

State percentage discount (-)/ offered to the City: - 45 %

NEW PRICE CATALOG EFFECTIVE 2/16/2016

Price list/Catalog date: Rixon Price List: 11/1/2015

Applicable price column: List Price

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

# City of Los Angeles, California

## Contract

**City of Los Angeles Purchasing Agent**  
 111 E 1ST STREET  
 ROOM 110  
 LOS ANGELES CA 90012

**Vendor ID:** 0000037980  
 MONTGOMERY HARDWARE CO  
 8777 LANYARD CT  
 RANCHO CUCAMONGA CA 91730

|   |   |
|---|---|
| <b>Contract ID</b><br>59499                                 | <b>Page</b><br>10                       |
| <b>Contract Dates</b><br>04/01/2013 to 03/31/2017           | <b>Rate Date</b><br>PO Date             |
| <b>Description:</b><br>Frames, Doors, Fire Rcp/lnmnts, Hdwr | <b>Contract Maximum</b><br>2,400,000.00 |

| Line # | Item ID | Item Desc | Item Minimum Order Qty | Order Amt | Item Contract Maximum Qty | Contract Maximum Amt |
|--------|---------|-----------|------------------------|-----------|---------------------------|----------------------|
|--------|---------|-----------|------------------------|-----------|---------------------------|----------------------|

DOOR HARDWARE & ACCESSORIES MANUFACTURER/SUPPLIER:

G-MANUFACTURER: NORTON

State percentage discount (-)/ offered to the City: - 50 %

NEW PRICE CATALOG EFFECTIVE 2/16/2016

Price list/Catalog date: Norton Price List 11/1/2015

Applicable price column: List Price

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

DOOR HARDWARE & ACCESSORIES MANUFACTURER/SUPPLIER:

H-MANUFACTURER: SCHLAGE

State percentage discount (-)/ offered to the City: - 50 %

NEW PRICE CATALOG EFFECTIVE 2/16/2016

Price list/Catalog date: Schlage Price Book 10/1/2015

Applicable price column: Price List

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

DOOR HARDWARE & ACCESSORIES MANUFACTURER/SUPPLIER:

I-MANUFACTURER: YALE

State percentage discount (-)/ offered to the City: - 50 %

NEW PRICE CATALOG EFFECTIVE 2/16/2016

Price list/Catalog date: Yale Commercial Price List 1/1/2015

Applicable price column: List Price

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

DOOR HARDWARE & ACCESSORIES MANUFACTURER/SUPPLIER:

J-MANUFACTURER: VON DUPRIN

State percentage discount (-)/ offered to the City: - 45 %

NEW PRICE CATALOG EFFECTIVE 2/16/2016

Price list/Catalog date: Von Duprin Price Book 10/1/2015

Applicable price column: List Price

City of Los Angeles, California

Contract

City of Los Angeles Purchasing Agent  
 111 E 1ST STREET  
 ROOM 110  
 LOS ANGELES CA 90012

Vendor ID: 0000037980  
 MONTGOMERY HARDWARE CO  
 8777 LANYARD CT  
 RANCHO CUCAMONGA CA 91730

|  |                                  |
|--|----------------------------------|
| Contract ID<br>59499                               | Page<br>11                       |
| Contract Dates<br>04/01/2013 to 03/31/2017         | Rate Date<br>PO Date             |
| Description:<br>Frames, Doors, Fire RcpImnts, Hdwr | Contract Maximum<br>2,400,000.00 |

| Line # | Item ID | Item Desc | Item Minimum Order Qty | Order Amt | Item Contract Maximum Qty | Maximum Amt |
|--------|---------|-----------|------------------------|-----------|---------------------------|-------------|
|--------|---------|-----------|------------------------|-----------|---------------------------|-------------|

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

DOOR HARDWARE & ACCESSORIES MANUFACTURER/SUPPLIER:

K-MANUFACTURER: PEMKO

State percentage discount (-)/ offered to the City: - 45 %

NEW PRICE CATALOG EFFECTIVE 2/16/2016  
 Price list/Catalog date: Pemko Price List 1-1-2015

Applicable price column: List Price

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

DOOR HARDWARE & ACCESSORIES MANUFACTURER/SUPPLIER:

L-MANUFACTURER: IVES

State percentage discount (-)/ offered to the City: - 45%

NEW PRICE CATALOG EFFECTIVE 2/16/2016  
 Price list/Catalog date: Ives & Glynn Johnson Price List 10/5/2015

Applicable price column: List Price

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

DOOR HARDWARE & ACCESSORIES MANUFACTURER/SUPPLIER:

M-MANUFACTURER: SARGENT

State percentage discount (-)/ offered to the City: - 50 %

NEW PRICE CATALOG EFFECTIVE 2/16/2016  
 Price list/Catalog date: Sargent Price Book 11/1/2015

Applicable price column: List Price

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

DOOR HARDWARE & ACCESSORIES MANUFACTURER/SUPPLIER:

N-MANUFACTURER: BEST LOCKING SYSTEMS

State percentage discount (-)/ offered to the City: - 40%

# City of Los Angeles, California

## Contract

**City of Los Angeles Purchasing Agent**  
 111 E 1ST STREET  
 ROOM 110  
 LOS ANGELES CA 90012

**Vendor ID:** 0000037980  
 MONTGOMERY HARDWARE CO  
 8777 LANYARD CT  
 RANCHO CUCAMONGA CA 91730

|   |   |
|---|---|
| <b>Contract ID</b><br>59499                           | <b>Page</b><br>12                       |
| <b>Contract Dates</b><br>04/01/2013 to 03/31/2017     | <b>Rate Date</b><br>PO Date             |
| <b>Description:</b><br>Frames,Doors,FireRcpimnts,Hdwr | <b>Contract Maximum</b><br>2,400,000.00 |

| Line # | Item ID | Item Desc | Item Qty | Minimum Order Amt | Contract Qty | Maximum Amt |
|--------|---------|-----------|----------|-------------------|--------------|-------------|
|--------|---------|-----------|----------|-------------------|--------------|-------------|

NEW PRICE CATALOG EFFECTIVE 2/16/2016

Price list/Catalog date: Best Locking Systems Price List : 7/6/2015  
 Applicable price column: List Price

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

**DOOR HARDWARE & ACCESSORIES MANUFACTURER/SUPPLIER:**

O~MANUFACTURER: Various Other Manufacturers as Required:

State percentage discount (+) offered to the City: +30 %

Price list/Catalog date: Montgomery Hardware's Invoices Cost

Applicable price column: Montgomery Hardware's Invoices Cost

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

|   |      |                                     |   |      |   |  |
|---|------|-------------------------------------|---|------|---|--|
| 5 | 0.00 | Freight Charges from Manufacturers. | 1 | 0.00 | 0 |  |
|---|------|-------------------------------------|---|------|---|--|

|                         |                        |                         |
|-------------------------|------------------------|-------------------------|
| <b>Price Agreement:</b> | <b>Price Date:</b>     | <b>PO Date</b>          |
|                         | <b>Price Quantity:</b> | <b>Line Quantity</b>    |
|                         | <b>Quantity Type:</b>  | <b>Quantity To Date</b> |
| Contract Base Price     | \$ 0.01000             | LO                      |

**FREIGHT CHARGES:**

Freight charges (from parts/material manufacturer to contract supplier) are allowed only if included in the original price quote to the ordering department. Freight charges are not subject to mark-up. The shipper's original Freight Bill must be provided with the invoice for payment as proof of freight charges incurred.

**Note:**

Freight Charges for the Pick-up and Delivery of material to Jobsites and for the Pick-up and Delivery of Material to be disposed at a City Certified C & D Waste Processor when requires will be estimated as "Not to Exceed" Amount on Quotations to ordering agencies.

Actual Freight cost will be added to Invoices with Shipper's Original Freight Bills provided as "proof" of actual freight charges incurred.

# City of Los Angeles, California

## Contract

**City of Los Angeles Purchasing Agent**  
 111 E 1ST STREET  
 ROOM 110  
 LOS ANGELES CA 90012

**Vendor ID:** 0000037980  
**MONTGOMERY HARDWARE CO**  
 8777 LANYARD CT  
 RANCHO CUCAMONGA CA 91730

|  |   |
|--|---|
| <b>Contract ID</b><br>59499                              | <b>Page</b><br>13                       |
| <b>Contract Dates</b><br>04/01/2013 to 03/31/2017        | <b>Rate Date</b><br>PO Date             |
| <b>Description:</b><br>Frames, Doors, Fire Rcpmnts, Hdwr | <b>Contract Maximum</b><br>2,400,000.00 |

| Line # | Item ID | Item Desc | Item Qty | Minimum Order Amt | Contract Maximum Amt |
|--------|---------|-----------|----------|-------------------|----------------------|
|--------|---------|-----------|----------|-------------------|----------------------|

**SUPPLIER CONTACT:**

Contact Person: Rick Myers

Title: Vice President

Telephone No.: 877-917-0113

Fax No.: 877-917-0114

E-Mail Address: RMyers@MontgomeryHardware.com

24 Hour Contract No.: 714-292-4197

**CONTRACT PURCHASE ORDERS:**

Contract Purchase Orders will be issued during the contract period for materials or services as required. Supplier shall deliver no goods or services until a City department issues a Contract Purchase Order.

**APPROVED CONTRACT ITEM PURCHASES:**

The listed items cover the only products approved for purchase under this contract.

The City of Los Angeles will not pay any invoice covering the delivery of any merchandise that is not explicitly authorized by this contract. Any products requested by the City not listed in the contract require a separate City Purchase Order in order for the supplier to receive payment.

**RENEWAL OPTION:**

The City reserves the right to renew this contract for Four (4) additional one(1) year period(s). All renewals shall be on an annual basis and under the same terms and conditions of the original contract.

**PRICE AGREEMENT CONDITIONS:**

Prices charged the City are based on a percentage discount from / mark up to the manufacturer's published price list. Percentage discount/mark up is to remain firm for the duration of the contract, subject to "Threshold Amount Level Volume Percentage Adjustments". However, manufacturer's price lists are subject to change in accordance with price adjustments made by the manufacturer.

The City is to be given benefit of any decline in prices immediately upon the manufacturer's effective date of such decline.

The Request for Quotation specifications, requirements, terms and conditions shall supersede and take precedence over any conflicting conditions in manufacturer's price lists.

Subsequent price list updates shall be submitted to the Purchasing Agent by the supplier in accordance to the following:

**- FOR PRINTED OR ELECTRONIC (EXCLUDING INTERNET / ON-LINE) CATALOGS AND PRICE LISTS;**

1. A letter requesting price list updates shall indicate supplier's name, contract number and published price list(s) date and number.
2. All new price lists shall show supplier's name and contract number and shall be submitted with the request to the City of Los Angeles Purchasing Agent. Price list updates will become effective only upon approval by the Purchasing Agent. If approved, a contract amendment letter will be mailed to the supplier identifying the price list and its effective date or any other price changes.
3. Purchasing Agent approved price lists may be requested from the supplier by each City Department that uses the contract. The price lists may be shipped directly from the supplier to the City department.

# City of Los Angeles, California

## Contract

**City of Los Angeles Purchasing Agent**  
 111 E 1ST STREET  
 ROOM 110  
 LOS ANGELES CA 90012

**Vendor ID:** 0000037980  
 MONTGOMERY HARDWARE CO  
 8777 LANYARD CT  
 RANCHO CUCAMONGA CA 91730

|   |   |
|---|---|
| <b>Contract ID</b><br>59499                                 | <b>Page</b><br>14                       |
| <b>Contract Dates</b><br>04/01/2013 to 03/31/2017           | <b>Rate Date</b><br>PO Date             |
| <b>Description:</b><br>Frames, Doors, Fire Rcp/Inmnts, Hdwr | <b>Contract Maximum</b><br>2,400,000.00 |

| Line # | Item ID | Item Desc | Item Minimum Qty | Order Amt | Item Contract Maximum Qty | Contract Maximum Amt |
|--------|---------|-----------|------------------|-----------|---------------------------|----------------------|
|--------|---------|-----------|------------------|-----------|---------------------------|----------------------|

**- FOR INTERNET / ON-LINE CATALOGS AND PRICE LISTS:**

The supplier shall provide access to a secured (https) website for City of Los Angeles staff to identify and confirm product prices online. The online price list must have a cross reference or search function to identify items and prices by Product/Part Number and/or Product Description.

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

**ESTIMATED EXPENDITURES AND THRESHOLD ADJUSTMENT:**

Total expenditures for the life of this contract, including the initial term and all renewals or extensions, are estimated to be \$3,500,000.00. No guarantee can be given that this total will be reached or that it will not be exceeded. Supplier agrees to furnish more or less in accordance with actual contract requirements.

Based on the City's estimate 3,500,000.00, the supplier will provide an additional volume percentage adjustment if the City exceeds the following threshold amount levels:

**Threshold Amount Level:      Volume Percent Adjustment:**

|                 |       |
|-----------------|-------|
| \$ 3,500,001.00 | 1.0 % |
| \$3,750,000.00  | 1.5 % |
| \$4,000,000.00  | 2.0 % |

During the term of the contract, including any and all extensions thereto, the above volume percentage adjustment shall be made to the base discount/mark up allowed above as each threshold is attained. Each threshold level and "volume adjustment" will be "cumulative" after the first threshold is attained.

The appropriate adjustment shall become effective once a given threshold is met.

The City shall notify the supplier in writing of the applicable adjustment, revised prices, and the effective date of such change.

**STANDARD PRODUCT WARRANTY:**

The manufacturer's standard warranty shall be included with all products delivered to the City of Los Angeles. If an express warranty does not exist for the products delivered, the supplier provides the following warranty for defects in material and labor/workmanship.

Warranty for material defects: 5 years

Warranty for labor/workmanship defects: 1 years

In no case shall the supplier's warranty period be less than, but may be longer than, any express warranty or implied warranty of merchantability or fitness for use.

**AUTHORIZED DISTRIBUTOR/DEALER:**

The supplier indicates it is an authorized factory distributor/dealer for the manufacturer quoted, or has provided 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 supplier.

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

**QUARTERLY REPORTS:**

The supplier shall provide the City Purchasing Agent with quarterly reports, to include the following:

- 1) Expenditure Report that indicates Manufacturer name, description, product/part number, quantity, unit price and

City of Los Angeles, California

**Contract**

**City of Los Angeles Purchasing Agent**  
 111 E 1ST STREET  
 ROOM 110  
 LOS ANGELES CA 90012

**Vendor ID:** 0000037980  
 MONTGOMERY HARDWARE CO  
 8777 LANYARD CT  
 RANCHO CUCAMONGA CA 91730

|  |   |
|--|---|
| <b>Contract ID</b><br>59499                              | <b>Page</b><br>15                       |
| <b>Contract Dates</b><br>04/01/2013 to 03/31/2017        | <b>Rate Date</b><br>PO Date             |
| <b>Description:</b><br>Frames, Doors, Fire Rcpmnts, Hdwr | <b>Contract Maximum</b><br>2,400,000.00 |

| Line # | Item ID | Item Desc | Item Minimum Qty | Order Amt | Item Contract Qty | Maximum Amt |
|--------|---------|-----------|------------------|-----------|-------------------|-------------|
|--------|---------|-----------|------------------|-----------|-------------------|-------------|

extended price of all items sold to the City (contract inception to report date).

2) Recycled Material/Product Report that indicates the quantity and description of products sold to the City that have recycled material content. This information may be included in the Expenditure Report.

3) MBE/WBE/OBE Report that indicates the quantity and description of products sold to the City that were manufactured by or obtained from Minority, Women, or Other Business Enterprise sub-suppliers. This information may be included in the Expenditure Report.

Reports shall be created in a MS/Excel spreadsheet format as provided by the Purchasing Agent, and delivered by the 10th of the month following contract quarter end to City of Los Angeles Purchasing Agent, 111 E. First St., Attn: Procurement Analyst, Room 110, City Hall South, Los Angeles, California, 90012-4111. The supplier shall reference the City's contract number on all reports.

**CONTRACT PERFORMANCE REVIEWS:**

The supplier agrees to attend periodic Contract performance reviews, facilitated by the City's Contract Manager. Reviews may be held a minimum of once per calendar quarter, focusing on the supplier's and the City's meeting product and service quality levels stated in the Contract, adherence to the Contract terms and conditions, and providing a forum to informally discuss opportunities for improving products, services, Contract terms and conditions, and other related issues in an effort to create economies and cost reductions for the supplier and the City.

**LIQUIDATED DAMAGES FOR LATE DELIVERY:**

Delivery delays beyond the Contract/Purchase Order delivery date will result in added expense to the City. The City of Los Angeles shall be paid damages for such delay. Inasmuch as the amount of damage is extremely difficult to ascertain, the supplier agrees to compensate the City in the amount of \$100.00 per calendar day beyond the delivery date specified. This amount shall be fixed as liquidated damages that the City will suffer by reason of such delay, and not as a penalty. The City shall have the right to deduct and retain the amount of such liquidated damages from any monies due the supplier.

The supplier shall be entitled to a reasonable extension of time for unavoidable delay in delivery due to causes not reasonably foreseeable by the parties at the time of the Contract/Purchase Order execution, and that are entirely beyond the control and without the fault or negligence of the supplier, including, but not limited to, acts of God or the public enemy, war or other national emergency making delivery temporarily impossible or illegal acts or omissions of other suppliers, strikes and labor disputes not brought on by any act or omission of the supplier, fire, flood, epidemics, quarantines, or freight embargoes.

**INSURANCE:**

The supplier's General Liability and Worker's Compensation Insurance Certificates are on file on the City's Risk Management Website: <http://track4la.lacity.org/>

**CONTRACTOR'S LICENSE:**

Contractor's State License No: 285746

Class: B, D16, D24, D28

Expiration Date: 2-28-2014

**SUBCONTRACTORS:**

All subcontractors shall be approved by the City Purchasing Agent prior to working on City projects. A subcontractor is defined as a person, partnership, corporation or other entity, which enters into a contract with a contractor for performance of some or all of the City contracted work.

The Contractor shall identify subcontracted work by subcontractor name and dollar amount subcontracted on all monthly/quarterly reports. Wholly owned subsidiaries of the contractor shall not be considered as subcontractors, but the City shall be notified in advance of their usage. The Contractor shall not change any of the approved subcontractors or reduce their level of work without the City Purchasing Agent's written approval. City approval shall

**City of Los Angeles, California**  
**Contract**

**City of Los Angeles Purchasing Agent**  
 111 E 1ST STREET  
 ROOM 110  
 LOS ANGELES CA 90012

**Vendor ID:** 0000037980  
 MONTGOMERY HARDWARE CO  
 8777 LANYARD CT  
 RANCHO CUCAMONGA CA 91730

|  |   |
|--|---|
| <b>Contract ID</b><br>59499                              | <b>Page</b><br>16                       |
| <b>Contract Dates</b><br>04/01/2013 to 03/31/2017        | <b>Rate Date</b><br>PO Date             |
| <b>Description:</b><br>Frames, Doors, Fire Rcpmnts, Hdwr | <b>Contract Maximum</b><br>2,400,000.00 |

| <b>Line #</b> | <b>Item ID</b> | <b>Item Desc</b> | <b>Item Minimum Order Qty</b> | <b>Order Amt</b> | <b>Item Contract Maximum Qty</b> | <b>Contract Maximum Amt</b> |
|---------------|----------------|------------------|-------------------------------|------------------|----------------------------------|-----------------------------|
|---------------|----------------|------------------|-------------------------------|------------------|----------------------------------|-----------------------------|

not be unreasonably withheld.

All procurement agreements with a value in excess of \$25,000 and having a term in excess of three (3) months are subject to the Sweat-Free Procurement Ordinance. Subcontractor information for these agreements shall be provided in both hardcopy and electronic versions. Information for these contractors/subcontractors will be posted on the City Purchasing Agent's Internet website.

# HARBOR DEPARTMENT

City of Los Angeles  
500 Pier A Street Wilmington, CA 90744  
(310) 732-3890

# ANNUAL CONTRACT

ANNUAL CONTRACT NO: 31703-15  
DATE PRINTED: 04/27/2015

SHIP TO  
STORES WAREHOUSE  
BERTH 161  
WILMINGTON, CA 90744

PAGE  
1 of 7

VENDOR  
4745  
MONTGOMERY HARDWARE  
8777 LANYARD CT.  
RANCHO CUCAMONGA, CA 91730-0804

ANNUAL CONTRACT/SUB-PURCHASE ORDER RELEASE  
NUMBER(s) MUST APPEAR ON ALL PACKAGES, INVOICES,  
SHIPPING PAPERS AND CORRESPONDENCE. PACKING SLIPS  
MUST ACCOMPANY ALL SHIPMENTS.

F.O.B.  
DESTINATION

INVOICE MUST MATCH PURCHASE ORDER TO BE PAID. CHANGES MUST BE  
AUTHORIZED IN WRITING BY THE DIRECTOR OF CONTRACTS AND PURCHASING.

VENDOR'S PHONE: (877) 917-0113  
TERMS: Net 30 days

| ITEM | QUANTITY | DESCRIPTION | TOTAL AMOUNT |
|------|----------|-------------|--------------|
|------|----------|-------------|--------------|

This order is in acceptance of Bid No. 12196 in accordance with the City of Los Angeles, Department of General Services Contract No. 59499 for the annual requirements of the Los Angeles Harbor Department for **Frames, Doors, Fire Replacement Doors, and Hardware** to be furnished and delivered as may be required during the contract period commencing one-year from the date of the contract execution.

## PRICING IN ACCORDANCE WITH ATTACHED COPY OF CONTRACT.

### SURVIVABILITY

Placements made using the authority provided by this Contract will survive the Contract itself. Those Customers purchasing, renting or leasing the equipment will continue to receive ongoing service from the Successful Vendor at the agreed upon Contract rate through the term of their placement contract agreement. The Contract terms and conditions will survive the authorizing contract through that final term and any subsequent renewals and extensions.

Those Customers purchasing equipment will receive ongoing service from the Successful Vendor at the agreed upon Contract rate until the expiration of the Service Contract.

Upon the Contract termination, Customers and Successful Vendors may agree to further extend a placement. Such further extensions shall not be for more than twelve month terms, and the Customer will reserve the right to terminate these placements with 30 days written notice and without termination penalties.

REFER QUESTIONS ABOUT THIS ORDER TO: TRICIA CAREY, PHONE (310) 732-3780

BILL TO: ATTN.: ACCOUNTING SECTION  
HARBOR DEPARTMENT, CITY OF LOS ANGELES  
P. O. BOX 191  
SAN PEDRO, CA 90733-0191

FURNISH  
TRIPLICATE  
INVOICES

Reg. No. E-160015  
Quote No.  
City Contract 59499  
Fund 702 2014-2015

Annual Contract No.  
31703-15

# ANNUAL CONTRACT

ANNUAL CONTRACT NO.  
31703-15

DATE PRINTED  
04/27/2015

PAGE  
2 of 7

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

Contractor's License No. 285746

Class: B, D16, D24, D28 Expiration Date: 2/29/16

**JOB ESTIMATES:** A written estimate is required to be submitted to the Construction & Maintenance Division designated project manager for all projects. Estimate to include a breakdown of material and labor hours required. Estimate must be approved by Construction & Maintenance Division designee prior to commencement of work.

**ESTIMATES:** Vendor to provide estimate within **Twenty-Four (24)** hours of notification. All estimates provided by the vendor must include, but not be limited to, a detailed job breakdown indicating: materials (rental rates), quantities, labor hours, and miscellaneous supplies. All estimates will be subject to the approval of the Construction & Maintenance Supervisor. Any changes to the original estimate must be submitted in writing and approved by the Construction & Maintenance Supervisor. In the event that an estimate is considered excessive the Harbor Department reserves the right to purchase materials and/or services off contract.

**INVOICES:** All invoices provided by the vendor must include, but not be limited to, a detailed job breakdown indicating materials, quantities, labor hours, and miscellaneous hardware/supplies.

All invoices submitted for payment under this contract must reference the Contract Number, the Sub-Purchase Order Number if applicable, and be forwarded, in triplicate, to the:

Port of Los Angeles  
Construction and Maintenance  
Berth 161  
500 Pier A Street  
Wilmington, CA 90744

**ESTIMATED EXPENDITURE:** Total expenditures under this contract are estimated to be **\$50,000.00** annually. No guarantee can be given that this total will be reached or that it will not be exceeded. Vendor agrees to furnish more or less at the unit prices quoted in accordance with actual requirements throughout the contract period, however, this amount may not be exceeded without prior written approval from the Board of Harbor Commissioners in the event amount exceeds \$150,000.00.

**SUB-PURCHASE ORDERS AND LIMITATIONS.** Sub-orders will be issued from time to time during the contract period indicated above. Vendor shall make no deliveries until a sub-order number is given for a specific delivery to the department concerned. Regardless of the expiration date, this order shall be considered cancelled if and when total expenditures reach **\$50,000.00**, unless vendor receives a written notification of an increase by the Director of Contracts and Purchasing.

**RENEWAL OPTION, TWO YEARS.** This order is subject to extension for two additional years from date of expiration of this agreement, at the option of the Harbor Department, in accordance with the option granted in your bid.

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**INSURANCE.** Contractor shall maintain at its own expense proof of insurance which includes the City of Los Angeles Harbor Department as additional insured in accordance with the types and the minimum limits specified below and in accordance with Bid Request No. 12196.

## General Liability Insurance

Consultant 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 Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000.00) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Consultant'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, 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, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons. Consultant's insurance broker or agent shall submit for approval on Consultant's behalf said insurance to the City's online insurance compliance system Track4LA® at <http://track4la.lacity.org/>.

## Auto Liability Insurance

Consultant 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 Consultant'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 and a severability of interest clause. Additionally, 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, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons. Consultant's insurance broker or agent shall submit for approval on Consultant's behalf said insurance to the City's online insurance compliance system Track4LA® at <http://track4la.lacity.org/>.

## Workers' Compensation and Employer's Liability

Consultant 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 Consultant 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. Consultant shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in

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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 Consultant, and for all employees of any subcontractor or other vendor retained by Consultant. Consultant's insurance broker or agent shall submit for approval on Consultant's behalf said insurance to the City's online insurance compliance system Track4LA® at <http://track4la.lacity.org/>.

**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.

Insurance carriers must be admitted in the State of California or policies must be written through a California licensed surplus lines broker.

NO WORK SHALL BE DONE AND NO PAYMENT WILL BE MADE WITHOUT APPROVED INSURANCE REMAINING IN EFFECT.

## SUPPLIER CONTACT INFORMATION:

Contact Person: Chris Montgomery

Title: Sales Consultant

Telephone No.: (909) 204-4034

Fax No.: (877) 917-0114

E-Mail Address: cmontgomery@montgomeryhardware.com

24 Hour Contact No.: (909) 630-3594

**PRICE AGREEMENT CONDITIONS.** Prices charged the Harbor Department are based on a percentage discount from Manufacturer's Published Price List. Percentage discount is to remain firm for the duration of the contract, but said Manufacturer's Price Lists are subject to fluctuation in accordance with changes as issued by the Manufacturer. If the prices on the Price List are raised, the Harbor Department reserves the right to accept such raises or to cancel such items from the contract. The Harbor Department is to be given benefit or any decline of any decline in prices immediately upon the manufacturer's effective date of such decline.

Changes in Price List shall be effective on the date designated on the Price List or upon receipt by the Harbor Department Purchasing Office, whichever is later. Increases in Price Lists shall not be retroactive.

Specifications and conditions in the BID shall supersede any conflicting conditions in PRICE LISTS: Four (4) copies of any new or revised Price List(s) must be sent immediately to the Harbor Department Purchasing Officer, 500 Pier A Street, Wilmington, CA 90744. Price List shall show vendor's name along with the City Contract or Purchase Order Number.

**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

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employees thereof, for all damages assessed against them as a result of Contractor's failure to comply with said safety and health requirements.

**SITE MAINTENANCE & CLEAN-UP.** Vendor shall keep the premises and worksite clean and free from rubbish and debris. Upon completion of the contract and before acceptance of the work by the City, the Vendor shall at once remove as necessary all plants, tools, equipment and materials, and shall thoroughly clean the worksite leaving it with a neat clean appearance.

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

## **ENVIRONMENTAL MANAGEMENT SYSTEM**

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

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

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

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

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

**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.

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**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.

**SERVICE CONTRACT WORKER RETENTION AND LIVING WAGE POLICY**

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 5771 on January 3, 1999 agreeing to adopt the provisions of the Los Angeles City Ordinance No. 171004 relating to Service Contract Worker Retention (SCWR) Section 10.36 et. seq. of the Los Angeles Administrative Code as the policy of the Harbor Department. Further, Charter 378 requires compliance with the City's Living Wage (LW) requirements as set forth by ordinance (LWO), Section 10.37 et. seq. of the Los Angeles Administrative Code. Contractor shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate this contract and otherwise pursue legal remedies that may be available.

**BUSINESS TAX REGISTRATION CERTIFICATE (BTRC).** Firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment, as required in the Bid.

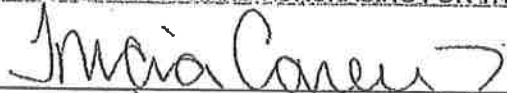
**TAXPAYER IDENTIFICATION NUMBER.** Contractor declares that it has an authorized Taxpayer Identification Number (TIN), which must be indicated on all invoices. No payments will be made under this agreement without a valid (TIN) number.

Requestor: Ken Reeser

PLUS APPLICABLE SALES OR USE TAX \$ 0.00

TOTAL INCL. SALES TAX \$50,000.00

HARBOR DIRECTOR OF CONTRACTS AND PURCHASING FOR THE EXECUTIVE DIRECTOR

  
\_\_\_\_\_  
Signature

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## TERMS AND CONDITIONS

**WARNING:** The terms and conditions of this Purchase Order, including price, quantity and time for performance may not be changed except in writing signed by the Executive Director or Director of Purchasing of the Harbor Department.

### NON DISCRIMINATION CLAUSE AND CERTIFICATION:

In accepting this order, vendor agrees to comply with the provisions of Los Angeles City Administrative Code Sections 10.8.1 thru 10.8.8 and Article 10, which pertain to AFFIRMATIVE ACTION. In the performance of this order, vendor (contractor) certifies that he will not discriminate in his employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status marital status, or medical condition. All subcontracts awarded under any contract mentioned in Section 10 of the Los Angeles City Administrative Code shall contain a like provision.

### 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 30<sup>th</sup> of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.

### 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 Bidder 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.

### DELIVERY:

If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the Director of 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 Purchasing.

### 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.

### INVOICING:

The point of free delivery, terms, order number, name and address of department must appear on all invoices.

All materials must be marked and tagged with the Purchase Order 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 order include delivery to the division within building unless otherwise specified on the order.

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 Purchasing.

This order must not be assigned or transferred to anyone without the written approval of the Director of 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 order 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 Purchasing to require complete delivery before payment.

### LOS ANGELES BUSINESS TAX:

Vendor may be subject to the Los Angeles Business Tax. If you do not now have a Los Angeles City Business Tax Registration Certificate, it is suggested that you contact in person or call the Office of Finance's Tax and Permit Division at Room 101, City Hall, 201 N. Main Street, Los Angeles, CA 90012.

### CITY OF LOS ANGELES MUNICIPAL CODE:

All items must meet the requirements of the City of Los Angeles Municipal Code.

### LIABILITY:

The vendor shall hold the Harbor Department, its officers, agents and employees harmless from liability of any nature or kind on account of any Copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, materials, or appliances furnished or used under this Purchase Order.

### TAXES:

Do not include Federal Excise Tax on invoice. The City will supply Federal Excise Tax Exemption Certificate to supplier. Applicable sales or use tax is shown on this order. For out of state vendors, use tax will be paid directly, to the State of California unless vendor's California Tax Permit Number appears on invoice.

### 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.

**City of Los Angeles, California  
Contract**

City of Los Angeles Purchasing Agent  
111 E 1ST STREET  
ROOM 110  
LOS ANGELES CA 90012

Vendor ID: 0000037980  
MONTGOMERY HARDWARE CO  
8777 LANYARD CT  
RANCHO CUCAMONGA CA 91730

|  |                                  |
|--|----------------------------------|
| Contract ID<br>59499                           | Page<br>1                        |
| Contract Dates<br>04/01/2013 to 03/31/2016     | Rate Date<br>PO Date             |
| Description:<br>Frames, Doors, Fire Rcpimnts & | Contract Maximum<br>2,400,000.00 |

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City of Los Angeles' vendors are required to have on file an approved Affirmative Action Plan and Certification. Contact Buyer at the City Purchasing Office at (213-485-3677) for information on this requirement.

In order to receive payments from the City of Los Angeles, vendors must have a valid Business Tax Registration Certificate (BTRC) number. Contact the City Clerk's Tax and Permits Division (213-485-3916) for information on this requirement.

All shipments, shipping papers, invoices and correspondence must be identified with the City of Los Angeles' Contract Purchase Order Number.

Overshipments will not be accepted unless authorized by requestor prior to shipment.  
Terms and conditions of parent contract are binding on its Contract Purchase Orders.

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Procurement Analyst: Martha Medina Phone Number: 213-928-9556  
E-mail address: Martha.Medina@lacity.org Fax Number: 928-9511 or 13

Renewal Options: 4 Option Date 1 = -/-/ Option Date 2 = -/-/ Option Date 3 = -/-/  
Options Granted: 0 Option Date 4 = -/-/

Notice of award of contract No. 59499 RFQ No.:EV3443 Previous Contract: 58756  
Payment Terms: Net 30 Days Delivery: 15-45 Days A R O

You are hereby notified of the award of this contract with the City of Los Angeles in accordance with RFQ NO. EV 3443, to furnish the City's annual requirements for the items and/or services identified in this document. The entire RFQ (including Attachment A and specifications) or any items thereof, addendums, and general conditions comprise the contract. The Quotation document signed by the appropriate contractor and by duly authorized City officials is on file in the Purchasing Agent's office.

---

Contract is awarded FOR: **\*\*FRAMES, DOORS, FIRE REPLACEMENTS DRS & HARDWARE\*\***

**NOTE: SALES TAX WILL BE ADDED AT TIME OF ORDER.**

The following listed item(s) cover the only product(s) or service(s) approved for purchase under this contract. Products or services requested by the City and not listed in the contract require a separate City Purchase Order in

# City of Los Angeles, California Contract

**City of Los Angeles Purchasing Agent**  
111 E 1ST STREET  
ROOM 110  
LOS ANGELES CA 90012

Vendor ID: 0000037980  
MONTGOMERY HARDWARE CO  
8777 LANYARD CT  
RANCHO CUCAMONGA CA 91730

|   |  |   |
|---|--|---|
| <b>Contract ID</b><br>59499                           |  | <b>Page</b><br>2                        |
| <b>Contract Dates</b><br>04/01/2013 to 03/31/2016     |  | <b>Rate Date</b><br>PO Date             |
| <b>Description:</b><br>Frames, Doors, Fire Rcplmnts & |  | <b>Contract Maximum</b><br>2,400,000.00 |

| Line # | Item ID | Item Desc   | Item Minimum Order |      | Item Contract Maximum |     |
|--------|---------|---|--------------------|------|-----------------------|-----|
|        |         |   | Qty                | Amt  | Qty                   | Amt |
| 1      | 0.00    | Labor, Including but not limited to: Preparation, Installation, Repairs, Services, Measurements and Shop Drawings, in accordance with the materials purchased under Line Items 1, 2 and 3 | 0                  | 0.00 | 0                     |     |

**Price Agreement:** Price Date: PO Date  
Price Quantity: Line Quantity  
Quantity Type: Quantity To Date  
Contract Base Price \$ 0.01000 LO

**LABOR:**  
Labor for work performed in accordance with the RFQ/Contract specifications and requirements.

Labor Classification: Carpenter

Regular rate: \$ 93.75/Hour

Overtime rate: \$131.25/Hour

**LABOR: Additional Labor Classifications**  
Labor for work performed in accordance with the RFQ/Contract specifications and requirements.

Labor Classification: To be Determined per Project & Job

Regular rate: \$/Hour +25% over prevailing wage classification

Overtime rate: \$/Hour+25% over prevailing wage classification

Labor rates shall be subject to change in accordance with the applicable prevailing wage, living wage, or minimum wage, and upon supplier's written notification to the Purchasing Agent.

|   |      |                                    |   |      |   |
|---|------|------------------------------------|---|------|---|
| 2 | 0.00 | Wood Doors, Various Manufacturers. | 1 | 0.00 | 0 |
|---|------|------------------------------------|---|------|---|

**Price Agreement:** Price Date: PO Date  
Price Quantity: Line Quantity  
Quantity Type: Quantity To Date  
Contract Base Price \$ 0.01000 LO

Note: Wood Doors will be quoted on a job by job basis using manufacturer best suited for scope and or as requested by City Agency.

**WOOD DOOR SPECIFICATION & INDUSTRY STANDARD:**

A-MANUFACTURER: GRAHAM INDUSTRIES

Door Type: Flush

Performance Standard: WDMA/AWS Extra Heavy Duty  
As adopted by the Window and Door Manufacturers Association (WDMA), <https://www.wdma.com/> and Architectural Woodwork

Standards (AWS).

Appearance Aesthetic:WDMA Premium/Custom Grade

**PRICE LIST DISCOUNTS/MARK UPS:**  
Percentage discount (1) charged to the City: - 35%

**City of Los Angeles, California  
Contract**

City of Los Angeles Purchasing Agent  
111 E 1ST STREET  
ROOM 110  
LOS ANGELES CA 90012

Vendor ID: 0000037980  
MONTGOMERY HARDWARE CO  
8777 LANYARD CT  
RANCHO CUCAMONGA CA 91730

|  |                                  |
|--|----------------------------------|
| Contract ID<br>59499                           | Page<br>3                        |
| Contract Dates<br>04/01/2013 to 03/31/2016     | Rate Date<br>PO Date             |
| Description:<br>Frames, Doors, Fire Rcplmnts & | Contract Maximum<br>2,400,000.00 |

| Line # | Item ID | Item Desc | Item Qty | Minimum Order Amt | Contract Qty | Maximum Amt |
|--------|---------|-----------|----------|-------------------|--------------|-------------|
|--------|---------|-----------|----------|-------------------|--------------|-------------|

Price list no./date: MARCH 1,2013

Applicable price column: LIST PRICE

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

WOOD DOOR SPECIFICATION & INDUSTRY STANDARD:

B-MANUFACTURER: OREGON DOOR

Door Type: FLUSH

Performance Standard: WDMA/AWS Extra Heavy Duty  
As adopted by the Window and Door Manufacturers Association (WDMA), <https://www.wdma.com/> and Architectural Woodwork Standards (AWS).

Appearance Aesthetic:WDMA Premium/Custom Grade

PRICE LIST DISCOUNTS/MARK UPS:  
Percentage mark up (+) charged to the City: + 40%

Price list/Catalog date: Montgomery Hardware's Invoiced Cost

Applicable price column: Montgomery Hardware's Invoiced Cost

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

WOOD DOOR SPECIFICATION & INDUSTRY STANDARD:

C-MANUFACTURER: EGGARS INDUSTRIES (as used on Los Angeles City Hall)

Door Type: Flush, Stile and Rail

Performance Standard: WDMA/AWS Extra Heavy Duty  
As adopted by the Window and Door Manufacturers Association (WDMA), <https://www.wdma.com/> and Architectural Woodwork Standards (AWS).

Appearance Aesthetic:WDMA Premium/Custom Grade

PRICE LIST DISCOUNTS/MARK UPS:  
Percentage mark up (+) charged to the City: + 40%

Manufacturer: EGGARS DOORS

Price list no./date: Montgomery Hardware's Invoiced Cost

Applicable price column: Montgomery Hardware's Invoiced Cost

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

**City of Los Angeles, California  
Contract**

**City of Los Angeles Purchasing Agent**  
111 E 1ST STREET  
ROOM 110  
LOS ANGELES CA 90012

Vendor ID: 0000037980  
MONTGOMERY HARDWARE CO  
8777 LANYARD CT  
RANCHO CUCAMONGA CA 91730

|  |                                  |
|--|----------------------------------|
| Contract ID<br>59499                           | Page<br>4                        |
| Contract Dates<br>04/01/2013 to 03/31/2016     | Rate Date<br>PO Date             |
| Description:<br>Frames, Doors, Fire Rcpimnts & | Contract Maximum<br>2,400,000.00 |

| Line # | Item ID | Item Desc | Item Qty | Minimum Order Amt | Contract Qty | Maximum Amt |
|--------|---------|-----------|----------|-------------------|--------------|-------------|
|--------|---------|-----------|----------|-------------------|--------------|-------------|

WOOD DOOR SPECIFICATION & INDUSTRY STANDARD:

D-MANUFACTURER: VT INDUSTRIES

Door Type: HIGH PRESSURE DECORATIVE LAMINATE

Performance Standard: WDMA/AWS Extra Heavy Duty  
As adopted by the Window and Door Manufacturers Association (WDMA), <https://www.wdma.com/> and Architectural Woodwork Standards (AWS).

Appearance Aesthetic:WDMA Premium/Custom Grade

PRICE LIST DISCOUNTS/MARK UPS:  
Percentage discount(-) charged to the City: - 35%

Price list/Catalog date: March 1, 2013

Applicable price column: List Price

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

|   |      |  |   |  |   |      |
|---|------|--|---|--|---|------|
| 3 | 0.00 | Metal Doors and Frames, Various Manufacturers. | 1 |  | 0 | 0.00 |
|---|------|--|---|--|---|------|

|                         |                        |                         |
|-------------------------|------------------------|-------------------------|
| <b>Price Agreement:</b> | <b>Price Date:</b>     | <b>PO Date</b>          |
|                         | <b>Price Quantity:</b> | <b>Line Quantity</b>    |
|                         | <b>Quantity Type:</b>  | <b>Quantity To Date</b> |
| Contract Base Price     | \$ 0.01000             | LO                      |

Note: Metal Doors and Frames will be quoted on a job by job basis using manufacturer best suited for scope and or as requested by City Agency.

METAL DOOR SPECIFICATION & INDUSTRY STANDARD:

A-MANUFACTURER: CURRIES

Performance Standard:  
Meets or exceeds SDI 100-Steel Door Institute (SDI) , ANSI A250 8-2003 and HMMA 860 Hollow Metal Manufacturers Association (HMMA) and National Association of Architectural Metal Manufacturers (NAAMM). Fire Rated products tested and

listed in strict compliance with provisions of NFPA 80, NFPA 252, National Fire Protection Association, ASTM E2074, UBC 7-2-1997 and UL 10B & 10.

<http://www.steeldoor.org/ansi.php>

PRICE LIST DISCOUNTS/MARK UPS:

Manufacturer: CURRIES  
State percentage /mark up (+) offered to the City: + 40 %

Price list/Catalog date: Montgomery Hardware's Invoiced Cost

Applicable price column: Montgomery Hardware's Invoiced Cost

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

**City of Los Angeles, California  
Contract**

**City of Los Angeles Purchasing Agent**  
111 E 1ST STREET  
ROOM 110  
LOS ANGELES CA 90012

Vendor ID: 0000037980  
MONTGOMERY HARDWARE CO  
8777 LANYARD CT  
RANCHO CUCAMONGA CA 91730

|   |   |
|---|---|
| <b>Contract ID</b><br>59499                           | <b>Page</b><br>5                        |
| <b>Contract Dates</b><br>04/01/2013 to 03/31/2016     | <b>Rate Date</b><br>PO Date             |
| <b>Description:</b><br>Frames, Doors, Fire Rcpimnts & | <b>Contract Maximum</b><br>2,400,000.00 |

| Line # | Item ID | Item Desc | Item Qty | Minimum Order Amt | Contract Qty | Maximum Amt |
|--------|---------|-----------|----------|-------------------|--------------|-------------|
|--------|---------|-----------|----------|-------------------|--------------|-------------|

METAL DOOR SPECIFICATION & INDUSTRY STANDARD:

B-MANUFACTURE: DOOR COMPONENTS, INC.

Performance Standard:

Meets or exceeds SDI 100 Steel Door Institute (SDI) , ANSI A250 8-2003 and HMMA 860 Hollow Metal Manufacturers Association (HMMA) and National Association of Architectural Metal Manufacturers (NAAMM). Fire Rated products tested and

listed in strict compliance with provisions of NFPA 80, NFPA 252, National Fire Protection Association, ASTM E2074, UBC 7-2-1997 and UL 10B & 10.

<http://www.steeldoor.org/ansi.php>

PRICE LIST DISCOUNTS/MARK UPS:

Manufacturer: Door Components, Inc.

State percentage discount / offered to the City: - 35 %

Price list/Catalog date: March 1, 2013

Applicable price column: List Price

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

METAL DOOR SPECIFICATION & INDUSTRY STANDARD:

C-MANUFACTURE: SECURITY METAL PRODUCTS CORP.

Performance Standard:

Meets or exceeds SDI 100 Steel Door Institute (SDI) , ANSI A250 8-2003 and HMMA 860 Hollow Metal Manufacturers Association (HMMA) and National Association of Architectural Metal Manufacturers (NAAMM). Fire Rated products tested and

listed in strict compliance with provisions of NFPA 80, NFPA 252, National Fire Protection Association, ASTM E2074, UBC 7-2-1997 and UL 10B & 10.

<http://www.steeldoor.org/ansi.php>

PRICE LIST DISCOUNTS/MARK UPS:

Manufacturer: Security Metal Products Corp.

State percentage mark up (+) offered to the City: + 40 %

Price list/Catalog date: Montgomery Hardware's Invoiced Cost

Applicable price column: Montgomery Hardware's Invoiced Cost

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

**City of Los Angeles, California  
Contract**

**City of Los Angeles Purchasing Agent**  
111 E 1ST STREET  
ROOM 110  
LOS ANGELES CA 90012

**Vendor ID: 0000037980**  
MONTGOMERY HARDWARE CO  
8777 LANYARD CT  
RANCHO CUCAMONGA CA 91730

|   |   |
|---|---|
| <b>Contract ID</b><br>59499                           | <b>Page</b><br>6                        |
| <b>Contract Dates</b><br>04/01/2013 to 03/31/2016     | <b>Rate Date</b><br>PO Date             |
| <b>Description:</b><br>Frames, Doors, Fire Rcplmnts & | <b>Contract Maximum</b><br>2,400,000.00 |

| Line # | Item ID | Item Desc | Item Minimum Order Qty | Item Contract Maximum Amt |
|--------|---------|-----------|------------------------|---------------------------|
|--------|---------|-----------|------------------------|---------------------------|

METAL DOOR SPECIFICATION & INDUSTRY STANDARD:

D-MANUFACTURE: SPECIAL-LITE, INC.

Type/Description: Flush: Monumental, Aluminum, Acrylic-Modified Polyester (AMP) and Fiberglass Reinforced Polyester (FRP)

PRICE LIST DISCOUNTS/MARK UPS:

Manufacturer: SPECIAL-LITE, INC.

State percentage Mark up (+) offered to the City: + 40 %

Price list/Catalog date: Montgomery Hardware's Invoiced Cost

Applicable price column: Montgomery Hardware's Invoiced Cost

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

METAL DOOR SPECIFICATION & INDUSTRY STANDARD:

E-MANUFACTURE: TIGER DOORS

Type/Description: Flush: Acrylic-Modified Polyester (AMP) and Fiberglass Reinforced Polyester (FRP) fiberglass frames are construction with heavy walled fiberglass pultrusion profiles with bonded fiberglass reinforcements for hardware.

PRICE LIST DISCOUNTS/MARK UPS:

Manufacturer: TIGER DOORS

State percentage mark up (+) offered to the City: + 40 %

Price list/Catalog date: Montgomery Hardware's Invoiced Cost

Applicable price column: Montgomery Hardware's Invoiced Cost

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

METAL DOOR SPECIFICATION & INDUSTRY STANDARD:

F-MANUFACTURE: TIMELY FRAMES

Type/Description: Flush: Acrylic-Modified Polyester (AMP) and Fiberglass Reinforced Polyester (FRP) fiberglass frames are construction with heavy walled fiberglass pultrusion profiles with bonded fiberglass reinforcements for hardware

PRICE LIST DISCOUNTS/MARK UPS:

State percentage discount (-) offered to the City: - 35 %

Price list/Catalog date: Timely Door Frames January 2010 Price List

**City of Los Angeles, California  
Contract**

**City of Los Angeles Purchasing Agent**  
111 E 1ST STREET  
ROOM 110  
LOS ANGELES CA 90012

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MONTGOMERY HARDWARE CO  
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| Contract ID<br>59499                           | Page<br>7                        |
| Contract Dates<br>04/01/2013 to 03/31/2016     | Rate Date<br>PO Date             |
| Description:<br>Frames, Doors, Fire Rcplmnts & | Contract Maximum<br>2,400,000.00 |

| Line # | Item ID | Item Desc | Item Qty | Minimum Order Amt | Item Qty | Contract Maximum Amt |
|--------|---------|-----------|----------|-------------------|----------|----------------------|
|--------|---------|-----------|----------|-------------------|----------|----------------------|

Applicable price column: January 2010 Price List

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

**METAL DOOR SPECIFICATION & INDUSTRY STANDARD:**

**G-MANUFACTURE: WESTERN INTERGRATED MATERIALS & SUPPLIERS:**

Type/Description: Flush: Acrylic-Modified Polyester (AMP) and Fiberglass Reinforced Polyester (FRP) fiberglass frames are construction with heavy walled fiberglass pultrusion profiles with bonded fiberglass reinforcements for hardware

**PRICE LIST DISCOUNTS/MARK UPS:**

State percentage discount (-)/offered to the City: - 5 %

Price list/Catalog date: Western Intergated 2010 Price List

Applicable price column: List Price

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

**METAL DOOR SPECIFICATION & INDUSTRY STANDARD:**

**H-MANUFACTURE: STEELCRAFT**

Type/Description: Flush: Acrylic-Modified Polyester (AMP) and Fiberglass Reinforced Polyester (FRP) fiberglass frames are construction with heavy walled fiberglass pultrusion profiles with bonded fiberglass reinforcements for hardware

**PRICE LIST DISCOUNTS/MARK UPS:**

State percentage discount (-)/offered to the City: - 35 %

Price list/Catalog date: Steelcraft Price Manual Rev. 9/2012

Applicable price column: List Price

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

**METAL DOOR SPECIFICATION & INDUSTRY STANDARD:**

**I-MANUFACTURE: MISC. VARIOUS OTHERS AS REQUIRED**

Type/Description: Flush: Acrylic-Modified Polyester (AMP) and Fiberglass Reinforced Polyester (FRP) fiberglass frames are construction with heavy walled fiberglass pultrusion profiles with bonded fiberglass reinforcements for hardware

**PRICE LIST DISCOUNTS/MARK UPS:**

State percentage mark up (+)/offered to the City: +40 %

Price list/Catalog date: Montgomery Hardware's Invoiced Cost

**City of Los Angeles, California  
Contract**

**City of Los Angeles Purchasing Agent**  
111 E 1ST STREET  
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**Vendor ID: 0000037980**  
MONTGOMERY HARDWARE CO  
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| <b>Contract ID</b><br>59499                            | <b>Page</b><br>8                        |
| <b>Contract Dates</b><br>04/01/2013 to 03/31/2016      | <b>Rate Date</b><br>PO Date             |
| <b>Description:</b><br>Frames, Doors, Fire Rcp/rmnts & | <b>Contract Maximum</b><br>2,400,000.00 |

| Line # | Item ID | Item Desc | Item Qty | Minimum Order Amt | Contract Qty | Maximum Amt |
|--------|---------|-----------|----------|-------------------|--------------|-------------|
|--------|---------|-----------|----------|-------------------|--------------|-------------|

Applicable price column: Montgomery Hardware's Invoiced Cost

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

|   |      |   |   |      |   |  |
|---|------|---|---|------|---|--|
| 4 | 0.00 | Door Hardware & Accessories in conjunction with preparation and installation of Doors under line item 1 & 2 | 1 | 0.00 | 0 |  |
|---|------|---|---|------|---|--|

|                         |                        |                         |
|-------------------------|------------------------|-------------------------|
| <b>Price Agreement:</b> | <b>Price Date:</b>     | <b>PO Date</b>          |
|                         | <b>Price Quantity:</b> | <b>Line Quantity</b>    |
|                         | <b>Quantity Type:</b>  | <b>Quantity To Date</b> |
| Contract Base Price     | \$ 0.01000             | LO                      |

Note: Hardware will be quoted on a job by job basis using manufacturer best suited for scope and or as requested by City Agency.

**DOOR HARDWARE & ACCESSORIES MANUFACTURER/SUPPLIER:**

**A-MANUFACTURER: ANEMOSTAT**

State percentage discount (-)/offered to the City: - 50 %

Price list/Catalog date: Anemostat price list: Rev. 2-1-2012

Applicable price column: List Price

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

**DOOR HARDWARE & ACCESSORIES MANUFACTURER/SUPPLIER:**

**B-MANUFACTURER: CORBIN-RUSSWIN**

State percentage discount (-)/ to the City: - 50 %

Price list/Catalog date: Corbin Russwin 2012 Price Book #24

Applicable price column: List Price

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

**DOOR HARDWARE & ACCESSORIES MANUFACTURER/SUPPLIER:**

**C-MANUFACTURER: HAGER HINGES**

State percentage discount (-)/ offered to the City: - 60 %

Price list/Catalog date: Hager Hinge Price Book 2012

Applicable price column: List Price

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| Contract ID<br>59499                           | Page<br>9                        |
| Contract Dates<br>04/01/2013 to 03/31/2016     | Rate Date<br>PO Date             |
| Description:<br>Frames, Doors, Fire Rcplmnts & | Contract Maximum<br>2,400,000.00 |

| Line # | Item ID | Item Desc | Item Qty | Minimum Order Amt | Contract Qty | Maximum Amt |
|--------|---------|-----------|----------|-------------------|--------------|-------------|
|--------|---------|-----------|----------|-------------------|--------------|-------------|

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

DOOR HARDWARE & ACCESSORIES MANUFACTURER/SUPPLIER:

D-MANUFACTURER: MARKAT

State percentage discount (-) offered to the City: - 50 %

Price list/Catalog date: Markar 2012 Price List

Applicable price column: List Price

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

DOOR HARDWARE & ACCESSORIES MANUFACTURER/SUPPLIER:

E-MANUFACTURER: LCN

State percentage discount (-) offered to the City: - 45 %

Price list/Catalog date: LCN Price List Book 2013

Applicable price column: List Price

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

DOOR HARDWARE & ACCESSORIES MANUFACTURER/SUPPLIER:

F-MANUFACTURER: RIXON

State percentage discount (-) offered to the City: - 45 %

Price list/Catalog date: Rixon Price List: 1-2-2012

Applicable price column: List Price

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

DOOR HARDWARE & ACCESSORIES MANUFACTURER/SUPPLIER:

G-MANUFACTURER: NORTON

State percentage discount (-) offered to the City: - 50 %

Price list/Catalog date: Norton Price List 1-2-2012

Applicable price column: List Price

**City of Los Angeles, California  
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City of Los Angeles Purchasing Agent  
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| Contract ID<br>59499                           | Page<br>10                       |
| Contract Dates<br>04/01/2013 to 03/31/2016     | Rate Date<br>PO Date             |
| Description:<br>Frames, Doors, Fire Rclpmnts & | Contract Maximum<br>2,400,000.00 |

| Line # | Item ID | Item Desc | Item Qty | Minimum Order Amt | Contract Qty | Maximum Amt |
|--------|---------|-----------|----------|-------------------|--------------|-------------|
|--------|---------|-----------|----------|-------------------|--------------|-------------|

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

**DOOR HARDWARE & ACCESSORIES MANUFACTURER/SUPPLIER:**

H-MANUFACTURER: SCHLAGE

State percentage discount (-)/ offered to the City: - 50 %

Price list/Catalog date: Schlage Price Book 74: 3-4-2013

Applicable price column: Price List

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

**DOOR HARDWARE & ACCESSORIES MANUFACTURER/SUPPLIER:**

I-MANUFACTURER: YALE

State percentage discount (-)/ offered to the City: - 50 %

Price list/Catalog date: Yale Commercial Price List 1-1-2012

Applicable price column: List Price

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

**DOOR HARDWARE & ACCESSORIES MANUFACTURER/SUPPLIER:**

J-MANUFACTURER: VON DUPRIN

State percentage discount (-)/ offered to the City: - 45 %

Price list/Catalog date: Von Duprin Price Book 3-4-2013

Applicable price column: List Price

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

**DOOR HARDWARE & ACCESSORIES MANUFACTURER/SUPPLIER:**

K-MANUFACTURER: PEMKO

State percentage discount (-)/ offered to the City: - 45 %

Price list/Catalog date: Pemko Price List 1-1-2011

Applicable price column: List Price

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

**City of Los Angeles, California  
Contract**

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| Description:<br>Frames, Doors, Fire Rcpimnts & | Contract Maximum<br>2,400,000.00 |

| Line # | Item ID | Item Desc | Item Qty | Minimum Order Amt | Contract Qty | Maximum Amt. |
|--------|---------|-----------|----------|-------------------|--------------|--------------|
|--------|---------|-----------|----------|-------------------|--------------|--------------|

DOOR HARDWARE & ACCESSORIES MANUFACTURER/SUPPLIER:

L-MANUFACTURER: IVES

State percentage discount (-)/ offered to the City: - 45%

Price list/Catalog date: Ives & Glynn Johnson Price List 3-4-2013

Applicable price column: List Price

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

DOOR HARDWARE & ACCESSORIES MANUFACTURER/SUPPLIER:

M-MANUFACTURER: SARGENT

State percentage discount (-)/ offered to the City: - 50 %

Price list/Catalog date: Sargent Price Book 1-2-2012

Applicable price column: List Price

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

DOOR HARDWARE & ACCESSORIES MANUFACTURER/SUPPLIER:

N-MANUFACTURER: BEST LOCKING SYSTEMS

State percentage discount (-)/ offered to the City: - 40%

Price list/Catalog date: Best Locking Systems Price List 61 5-7-2012

Applicable price column: List Price

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

DOOR HARDWARE & ACCESSORIES MANUFACTURER/SUPPLIER:

O-MANUFACTURER: Various Other Manufacturers as Required:

State percentage discount (+)/ offered to the City: +30 %

Price list/Catalog date: Montgomery Hardware's Invoices Cost

Applicable price column: Montgomery Hardware's Invoices Cost

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

# City of Los Angeles, California Contract

City of Los Angeles Purchasing Agent  
111 E 1ST STREET  
ROOM 110  
LOS ANGELES CA 90012

Vendor ID: 0000037980  
MONTGOMERY HARDWARE CO  
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RANCHO CUCAMONGA CA 91730

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| Contract Dates<br>04/01/2013 to 03/31/2016     | Rate Date<br>PO Date             |
| Description:<br>Frames, Doors, Fire Rcp/mnts & | Contract Maximum<br>2,400,000.00 |

| Line # | Item ID | Item Desc                           | Item Qty | Minimum Order Amt | Contract Maximum Qty | Contract Maximum Amt |
|--------|---------|-------------------------------------|----------|-------------------|----------------------|----------------------|
| 5      | 0.00    | Freight Charges from Manufacturers. | 1        | 0.00              | 0                    |                      |

Price Agreement:      Price Date:                      PO Date  
                                  Price Quantity:                      Line Quantity  
                                  Quantity Type:                      Quantity To Date  
 Contract Base Price      \$      0.01000      LO

**FREIGHT CHARGES:**

Freight charges (from parts/material manufacturer to contract supplier) are allowed only if included in the original price quote to the ordering department. Freight charges are not subject to mark-up. The shipper's original Freight Bill must be provided with the invoice for payment as proof of freight charges incurred.

**Note:**

Freight Charges for the Pick-up and Delivery of material to Jobsites and for the Pick-up and Delivery of Material to be disposed at a City Certified C & D Waste Processor when requires will be estimated as "Not to Exceed" Amount on Quotations to ordering agencies.

Actual Freight cost will be added to invoices with Shipper's Original Freight Bills provided as "proof" of actual freight charges incurred.

## City of Los Angeles, California Contract

**City of Los Angeles Purchasing Agent**  
111 E 1ST STREET  
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**Vendor ID:** 0000037980  
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| <b>Contract Dates</b><br>04/01/2013 to 03/31/2016     | <b>Rate Date</b><br>PO Date             |
| <b>Description:</b><br>Frames, Doors, Fire Rcpimnts & | <b>Contract Maximum</b><br>2,400,000.00 |

| Line # | Item ID | Item Desc | Item Qty | Minimum Order Amt | Contract Qty | Maximum Amt |
|--------|---------|-----------|----------|-------------------|--------------|-------------|
|--------|---------|-----------|----------|-------------------|--------------|-------------|

**SUPPLIER CONTACT:**

Contact Person: Rick Myers

Title: Vice President

Telephone No.: 877-917-0113

Fax No.: 877-917-0114

E-Mail Address: RMyers@MontgomeryHardware.com

24 Hour Contract No.: 714-292-4197

**CONTRACT PURCHASE ORDERS:**

Contract Purchase Orders will be issued during the contract period for materials or services as required. Supplier shall deliver no goods or services until a City department issues a Contract Purchase Order.

**APPROVED CONTRACT ITEM PURCHASES:**

The listed items cover the only products approved for purchase under this contract.

The City of Los Angeles will not pay any invoice covering the delivery of any merchandise that is not explicitly authorized by this contract. Any products requested by the City not listed in the contract require a separate City Purchase Order in order for the supplier to receive payment.

**RENEWAL OPTION:**

The City reserves the right to renew this contract for Four (4) additional one(1) year period(s). All renewals shall be on an annual basis and under the same terms and conditions of the original contract.

**PRICE AGREEMENT CONDITIONS:**

Prices charged the City are based on a percentage discount from / mark up to the manufacturer's published price list. Percentage discount/mark up is to remain firm for the duration of the contract, subject to "Threshold Amount Level Volume Percentage Adjustments". However, manufacturer's price lists are subject to change in accordance with price adjustments made by the manufacturer.

The City is to be given benefit of any decline in prices immediately upon the manufacturer's effective date of such decline.

The Request for Quotation specifications, requirements, terms and conditions shall supersede and take precedence over any conflicting conditions in manufacturer's price lists.

Subsequent price list updates shall be submitted to the Purchasing Agent by the supplier in accordance to the following:

**- FOR PRINTED OR ELECTRONIC (EXCLUDING INTERNET / ON-LINE) CATALOGS AND PRICE LISTS;**

1. A letter requesting price list updates shall indicate supplier's name, contract number and published price list(s) date and number.

2. All new price lists shall show supplier's name and contract number and shall be submitted with the request to the City of Los Angeles Purchasing Agent. Price list updates will become effective only upon approval by the Purchasing Agent. If approved, a contract amendment letter will be mailed to the supplier identifying the price list and its effective date or any other price changes.

3. Purchasing Agent approved price lists may be requested from the supplier by each City Department that uses the contract. The price lists may be shipped directly from the supplier to the City department.

# City of Los Angeles, California

## Contract

**City of Los Angeles Purchasing Agent**  
 111 E 1ST STREET  
 ROOM 110  
 LOS ANGELES CA 90012

**Vendor ID:** 0000037980  
 MONTGOMERY HARDWARE CO  
 8777 LANYARD CT  
 RANCHO CUCAMONGA CA 91730

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| <b>Contract Dates</b><br>04/01/2013 to 03/31/2016     | <b>Rate Date</b><br>PO Date             |
| <b>Description:</b><br>Frames, Doors, Fire Rcplmnts & | <b>Contract Maximum</b><br>2,400,000.00 |

| Line # | Item ID | Item Desc | Item Qty | Minimum Order Amt | Contract Qty | Maximum Amt |
|--------|---------|-----------|----------|-------------------|--------------|-------------|
|--------|---------|-----------|----------|-------------------|--------------|-------------|

**- FOR INTERNET / ON-LINE CATALOGS AND PRICE LISTS:**

The supplier shall provide access to a secured (https) website for City of Los Angeles staff to identify and confirm product prices online. The online price list must have a cross reference or search function to identify items and prices by Product/Part Number and/or Product Description.

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

**ESTIMATED EXPENDITURES AND THRESHOLD ADJUSTMENT:**

Total expenditures for the life of this contract, including the initial term and all renewals or extensions, are estimated to be \$3,500,000.00. No guarantee can be given that this total will be reached or that it will not be exceeded. Supplier agrees to furnish more or less in accordance with actual contract requirements.

Based on the City's estimate 3,500,000.00, the supplier will provide an additional volume percentage adjustment if the City exceeds the following threshold amount levels:

**Threshold Amount Level:      Volume Percent Adjustment:**

|                 |       |
|-----------------|-------|
| \$ 3,500,001.00 | 1.0 % |
| \$3,750,000.00  | 1.5 % |
| \$4,000,000.00  | 2.0 % |

During the term of the contract, including any and all extensions thereto, the above volume percentage adjustment shall be made to the base discount/mark up allowed above as each threshold is attained. Each threshold level and "volume adjustment" will be "cumulative" after the first threshold is attained. The appropriate adjustment shall become effective once a given threshold is met.

The City shall notify the supplier in writing of the applicable adjustment, revised prices, and the effective date of such change.

**STANDARD PRODUCT WARRANTY:**

The manufacturer's standard warranty shall be included with all products delivered to the City of Los Angeles. If an express warranty does not exist for the products delivered, the supplier provides the following warranty for defects in material and labor/workmanship.

Warranty for material defects: 5 years

Warranty for labor/workmanship defects: 1 years

In no case shall the supplier's warranty period be less than, but may be longer than, any express warranty or implied warranty of merchantability or fitness for use.

**AUTHORIZED DISTRIBUTOR/DEALER:**

The supplier indicates it is an authorized factory distributor/dealer for the manufacturer quoted, or has provided 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 supplier.

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

**QUARTERLY REPORTS:**

The supplier shall provide the City Purchasing Agent with quarterly reports, to include the following:

- 1) Expenditure Report that indicates Manufacturer name, description, product/part number, quantity, unit price and

**City of Los Angeles, California  
Contract**

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| <b>Contract Dates</b><br>04/01/2013 to 03/31/2016     | <b>Rate Date</b><br>PO Date             |
| <b>Description:</b><br>Frames, Doors, Fire Rcpimnts & | <b>Contract Maximum</b><br>2,400,000.00 |

| Line # | Item ID | Item Desc | Item Qty | Minimum Order Amt | Contract Qty | Maximum Amt |
|--------|---------|-----------|----------|-------------------|--------------|-------------|
|--------|---------|-----------|----------|-------------------|--------------|-------------|

extended price of all items sold to the City (contract inception to report date).

2) Recycled Material/Product Report that indicates the quantity and description of products sold to the City that have recycled material content. This information may be included in the Expenditure Report.

3) MBE/WBE/OBE Report that indicates the quantity and description of products sold to the City that were manufactured by or obtained from Minority, Women, or Other Business Enterprise sub-suppliers. This information may be included in the Expenditure Report.

Reports shall be created in a MS/Excel spreadsheet format as provided by the Purchasing Agent, and delivered by the 10th of the month following contract quarter end to City of Los Angeles Purchasing Agent, 111 E. First St., Attn: Procurement Analyst, Room 110, City Hall South, Los Angeles, California, 90012-4111. The supplier shall reference the City's contract number on all reports.

**CONTRACT PERFORMANCE REVIEWS:**

The supplier agrees to attend periodic Contract performance reviews, facilitated by the City's Contract Manager. Reviews may be held a minimum of once per calendar quarter, focusing on the supplier's and the City's meeting product and service quality levels stated in the Contract, adherence to the Contract terms and conditions, and providing a forum to informally discuss opportunities for improving products, services, Contract terms and conditions, and other related issues in an effort to create economies and cost reductions for the supplier and the City.

**LIQUIDATED DAMAGES FOR LATE DELIVERY:**

Delivery delays beyond the Contract/Purchase Order delivery date will result in added expense to the City. The City of Los Angeles shall be paid damages for such delay. Inasmuch as the amount of damage is extremely difficult to ascertain, the supplier agrees to compensate the City in the amount of \$100.00 per calendar day beyond the delivery date specified. This amount shall be fixed as liquidated damages that the City will suffer by reason of such delay, and not as a penalty. The City shall have the right to deduct and retain the amount of such liquidated damages from any monies due the supplier.

The supplier shall be entitled to a reasonable extension of time for unavoidable delay in delivery due to causes not reasonably foreseeable by the parties at the time of the Contract/Purchase Order execution, and that are entirely beyond the control and without the fault or negligence of the supplier, including, but not limited to, acts of God or the public enemy, war or other national emergency making delivery temporarily impossible or illegal acts or omissions of other suppliers, strikes and labor disputes not brought on by any act or omission of the supplier, fire, flood, epidemics, quarantines, or freight embargoes.

**INSURANCE:**

The supplier's General Liability and Worker's Compensation Insurance Certificates are on file on the City's Risk Management Website: <http://track4la.lacity.org/>

**CONTRACTOR'S LICENSE:**

Contractor's State License No: 285746

Class: B, D16, D24, D28

Expiration Date: 2-28-2014

**SUBCONTRACTORS:**

All subcontractors shall be approved by the City Purchasing Agent prior to working on City projects. A subcontractor is defined as a person, partnership, corporation or other entity, which enters into a contract with a contractor for performance of some or all of the City contracted work.

The Contractor shall identify subcontracted work by subcontractor name and dollar amount subcontracted on all monthly/quarterly reports. Wholly owned subsidiaries of the contractor shall not be considered as subcontractors, but the City shall be notified in advance of their usage. The Contractor shall not change any of the approved subcontractors or reduce their level of work without the City Purchasing Agent's written approval. City approval shall

**City of Los Angeles, California  
Contract**

**City of Los Angeles Purchasing Agent**  
111 E 1ST STREET  
ROOM 110  
LOS ANGELES CA 90012

Vendor ID: 0000037980  
MONTGOMERY HARDWARE CO  
8777 LANYARD CT  
RANCHO CUCAMONGA CA 91730

|  |  |   |
|--|--|---|
| <b>Contract ID</b><br>59499                          |  | <b>Page</b><br>16                       |
| <b>Contract Dates</b><br>04/01/2013 to 03/31/2016    |  | <b>Rate Date</b><br>PO Date             |
| <b>Description:</b><br>Frames, Doors, Fire Rcpmnts & |  | <b>Contract Maximum</b><br>2,400,000.00 |

| Line # | Item ID | Item Desc | Item Minimum Order Qty | Order Amt | Item Contract Maximum Qty | Contract Maximum Amt |
|--------|---------|-----------|------------------------|-----------|---------------------------|----------------------|
|--------|---------|-----------|------------------------|-----------|---------------------------|----------------------|

not be unreasonably withheld.

All procurement agreements with a value in excess of \$25,000 and having a term in excess of three (3) months are subject to the Sweat-Free Procurement Ordinance. Subcontractor information for these agreements shall be provided in both hardcopy and electronic versions. Information for these contractors/subcontractors will be posted on the City Purchasing Agent's Internet website.