



TRANSMITTAL 2

425 S. Palos Verdes Street Post Office Box 151 San Pedro, CA 90733-0151 TEL/TDD 310 SEA-PORT www.portoflosangeles.org

Eric Garcetti *Mayor, City of Los Angeles*

Board of Harbor
Commissioners

Ambassador Vilma S. Martinez
President

David Arlan
Vice President

Patricia Castellanos

Anthony Pirozzi, Jr.

Edward R. Rønwick

Eugene D. Seroka

Executive Director

November 10, 2015

LA Roofing Materials, Inc.
112 W. Jefferson Blvd.
Los Angeles, CA 9007

Attn: Mr. Steve Gardner

RE: Los Angeles Harbor Department Bid No. F-925,
Contract No. 39768, "Roofing Materials & Sealants"

The above referenced contract has been awarded to your company. Your copy of the contract approved and signed by the Contract and Purchasing Division is enclosed. This contract has been funded in the amount not-to-exceed \$150,000.00 including applicable sales taxes.

Performance of the contract commences on December 1, 2015.

All delivery tickets, invoices, and allied documents must show the above CONTRACT/PURCHASE ORDER NUMBER.

Upon completion of deliveries, submit itemized invoices in triplicate to:

Harbor Department, City of Los Angeles
Attn: Accounting Section
P.O. Box 191
San Pedro, CA 90733-0191

Sincerely,

Jane Ugalde
Management Analyst II

Enclosures:

Contract No. 39768

City of LA, GSD Contract No. 59321

cc: Accounting
Controller
CPD Warehouse
Construction & Maintenance Div.

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-925

<p>SUBMIT BID TO :</p> <p>Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744</p>	<p>BID DUE BEFORE 2:00 P.M. SEPTEMBER 17, 2015</p>
<p>Buyer: Jane Ugalde, Management Analyst (310) 732-3016 Email: jugalde@portla.org</p>	<p>BIDS WILL BE PUBLICLY OPENED</p>

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

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
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ROOFING MATERIALS & SEALANTS

This annual contract is in accordance with City of Los Angeles, Department of General Services Contract #59321, Cooperative Purchasing Agreement, per the City of Los Angeles Administrative Code Division 10, Chapter 1, Article 2, Section 10.15 (a) (8) for the annual requirements of the Los Angeles Harbor Department for ROOFING MATERIALS & SEALANTS to be furnished and delivered as may be required upon the execution of the contract for a period of one-year from the date of contract execution, including two, one-year renewal options, subject to the approval of the Executive Director.

Unit Price

1 EACH

PER EACH

LINE 1 Materials, Roofing, in accordance with Roofing Materials Price List for City of Los Angeles

PRICE LIST DISCOUNTS/MARK UPS:
Percentage mark up (+) charged to the City: +15%

Manufacturer: Various

Price List no./date: Roofing Materials & Sealants Catalog

Applicable price column: Per Mfr. Unit Price

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

<p>REQ. NO.: S17026 NOTIFY: M. Weisenberger</p>	<p>DELIVERY: <u>3 DAYS</u> AFTER RECEIPT OF ORDER DISCOUNT PAYMENT TERMS: <u>1%</u> DISCOUNT FOR PAYMENT WITHIN <u>10 DAYS</u>. BIDDER MUST SIGN THIS BID ON PAGE 1</p>
<p>PAGE 2</p>	

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CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-925

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: THURSDAY, SEPTEMBER 17, 2015

BIDDER'S INSTRUCTIONS

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

It shall be the bidder's responsibility to provide one (1) original and one (1) copy of the completed Quotation documents. The original and all copies shall include all quotation documents requested by the Port, including addenda, specifications, drawings and all forms.

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

ADDENDUMS. From time to time, the Harbor Department may deem it necessary to issue an addendum(s) to modify or cancel a Bid Request. Such addendum(s) will be available on the Port of Los Angeles internet website – www.portoflosangeles.org and the Los Angeles Business Assistance Virtual Network website – www.labavn.org. It is the responsibility of the bidder to be aware of and respond to any such addendum(s) before the deadline of the applicable bid request. Failure to do so may deem the bid non-responsive.

BID SUBMITTAL TIMELINESS

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

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

SUPPLIER CONTACT INFORMATION:

Contact Person: Steve Gardner

Title: General Manager

Telephone No.: 213 / 747-1718

Fax No.: 213 / 747-0979

E-Mail Address: steve@laroofingmaterials.com

24 Hour Contact No.: 310 / 384-8256 or 213/747-1718 & LEAVE MESSAGE

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CITY OF LOS ANGELES
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CONTRACTUAL TERMS SECTION

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

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

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

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

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

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

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

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

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

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

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AUTHORIZED DISTRIBUTOR/DEALER:

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

Yes: No:

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

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

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

WARRANTY. The manufacturer's standard warranty shall be included with all products delivered to the City of Los Angeles.

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.

CONTRACT PERFORMANCE REVIEWS.

The supplier(s) receiving an award agree(s) to attend periodic Contract performance reviews, facilitated by the City's Contract Manager. Reviews may be held a minimum of once per calendar quarter, with focus 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-Harbor Department 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.

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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.

MATERIAL, EQUIPMENT, SERVICE

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

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

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

LEAD-FREE. All products under this contract sold to the City of LA must comply with The State of California's Health and Safety Code section 116875 relating to lead contact. Any product received that is affected by this law will be returned to the supplier at no cost to the City. The supplier is encouraged to visit <http://www.nsf.org/Certified/PwsComponents/> and http://weareleadfree.net/Lead_Laws for more information.

BUSINESS HOURS: Vendor to indicate business hours:

Monday-Friday: 6:00 A.M. to 4:00 P.M.

Saturday: 6:30 A.M. to 12:00 P.M.

Sunday: CLOSED A.M. to CLOSED P.M.

Vendors shall provide same day sales representative support service

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

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

DELIVERY

DELIVERY. Delivery is desired within **3 days** after vendor receives order.

DELIVERY POINT. Prices to include all delivery charges, F.O.B. the Harbor Department, Contracts & Purchasing Division Warehouse, 500 Pier "A" St., Wilmington, CA 90744

NOTIFICATION. The vendor shall notify Department End User of the Los Angeles Harbor Department not less than three (3) days in advance that the product is ready for delivery.

DELIVERY POINT, WILL CALL. Location where material may be picked up on a "Will Call" basis:

Company: L.A. Roofing Mater. & Inc.
Address: 112 W. Jefferson Blvd.
City: Los Angeles, CA. 90007

FINANCIAL SECTION

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

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

SALES TAX PERMIT. Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: 12-684551

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

SUB-PURCHASE ORDERS AND LIMITATIONS. Sub-orders will be issued from time to time during the contract period. Vendor shall make no deliveries until a sub-order number is given for a specific delivery to the department concerned.

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

Port of Los Angeles
Stores Warehouse
500 Pier A Street, Berth 161
Wilmington, CA 90744

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

REMIT TO: NAME: L.A. Roofing Materials
ADDRESS: 112 W. Jefferson Bl.
Los Angeles, CA 90007

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

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC). In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (213) 473-5901, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers. Accordingly, firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. Bidder, in submitting this bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number.

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

GENERAL RULES AND REGULATIONS

ENVIRONMENTAL MANAGEMENT SYSTEM

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

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

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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.

MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE (MBE/WBE/OBE). It is the policy of the Los Angeles Harbor Department to provide minority (MBE), women (WBE) and all other (OBE) business enterprises an equal opportunity to participate in the performance of all Harbor Department contracts. Such opportunities have resulted in combined M/WBE participation of over 20%. Bidders are encouraged to continue assisting the Department in implementing this policy by taking all reasonable steps to ensure that all available business enterprises have an equal opportunity to compete for and participate in Department contracts. All bidders are encouraged to reach out to M/W/OBEs when opportunities are available.

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

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

CONTRACT SOLICITATIONS CHARTER SECTION 470(c)(12)

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

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Bidders must submit City Ethics Commission (CEC) Form 55 to the awarding authority at the same time the bid is submitted (see attachment). The form requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

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

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

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

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GENERAL CONDITIONS READ CAREFULLY

1. **FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic or facsimile bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pier "A" Street, Wilmington, CA 90744. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.
2. **TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
3. **SPECIFICATION CHANGES.** Bidder may request in writing that specifications be modified if its provisions restrict bidder from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All bidders will be notified by Addendum of any approved changes in the specifications.
4. **BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Bidder must describe variations in their Bid.
5. **AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the bidder. The City may make combined award of all items complete to one bidder or may award separate items to various bidders. Bidders may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
6. **PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
7. **PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
8. **DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
9. **PAYMENTS.** Payment terms are NET 30 days unless bidder quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
10. **ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Purchasing.
11. **NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
12. **SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.
13. **PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
14. **CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.
15. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agree to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.
16. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
17. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year after the current fiscal year is contingent upon City's appropriation of funds for that purpose. The City's fiscal year ends on June 30th of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.
18. **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.

THE END

No. 285 Rev. 10/12-116

**City of Los Angeles, California
Contract**

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

Vendor ID: 0000038234
L A ROOFING MATERIALS CO
112 W JEFFERSON BL
LOS ANGELES CA 90007

Contract ID 59321	Page 1
Contract Dates 12/01/2011 to 11/30/2015	Rate Date PO Date
Description: Roofing Materials & Sealants	Contract Maximum 3,000,000.00
Allow Multicurrency PO Allow Open Item Reference	

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.

● **vershipments 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: Marla Dolly Rodriguez
E-mail address: maria.rodriguez@lacity.org

Phone Number: 213/928-9549
Fax Number: 213/928-9511

Renewal Options: 4 Option Date 1 = 10/30/12 Option Date 2 = 10/21/13
Options Granted: 2 Option Date 3 = --/--/-- Option Date 4 = --/--/--

Notice of award of contract No. 59321 RFQ No.: EV00002926 Previous Contracts: 58493 / 58641
Payment Terms: 1% 10 Days Delivery: 3 Days A R O

You are hereby notified of the award of this contract with the City of Los Angeles in accordance with RFQ Number 2926, 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.

The contract is awarded for, the following: ****Roofing Materials & Sealants****

NOTE: SALES TAX WILL BE ADDED AT TIME OF ORDER.
The following listed item(s) cover the only product(s) approved for purchase under this contract. Products requested by

City of Los Angeles, California Contract

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

Vendor ID: 0000038234
L A ROOFING MATERIALS CO
112 W JEFFERSON BL
LOS ANGELES CA 90007

Contract ID		Page
59321		2
Contract Dates		Rate Date
12/01/2011 to 11/30/2015		PO Date
Description:	Contract Maximum	
Roofing Materials & Sealants	3,000,000.00	
Allow Multicurrency PO		
Allow Open Item Reference		

Line #	Item ID	Item Desc	Item Minimum Order		Item Contract Maximum	
			Qty	Amt	Qty	Amt
1	0.00	Materials, Roofing, in accordance with Roofing Materials Price List for City of Los Angeles, submitted October 18, 2011.	0	0.00	0	

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

PRICE LIST DISCOUNTS/MARK UPS:
Percentage mark up (+) charged to the City: + 15%

Manufacturer: Various

Price list no./date: Year 2011

Applicable price column: Per Mfr. Unit Price

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

Amendment #1: Renewal option #1 is exercised.

Effective June 27, 2013:

PRICE LIST DISCOUNTS/MARK UPS:
Percentage mark up (+) charged to the City: + 15%

Manufacturer: Various

Price list no./date: Roofing Materials & Sealants Catag - May 3, 2013

Applicable price column: Per Mfr. Unit Price

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

Amendment #3 - Renewal Option #2

City of Los Angeles, California

Contract

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

Vendor ID: 0000038234
 L A ROOFING MATERIALS CO
 112 W JEFFERSON BL
 LOS ANGELES CA 90007

Contract ID 59321		Page 3
Contract Dates 12/01/2011 to 11/30/2015		Rate Dnto PO Date
Description: Roofing Materials & Sealants		Contract Maximum 3,000,000.00
Allow Multicurrency PO Allow Open Item Reference		

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

SUPPLIER CONTACT:

Contact Person: Steve Gardner

Title: General Manager

Telephone No.: 213/747-1718

Fax No.: 213/747-0979

E-Mail Address: steve@laroofingmaterlals.com

24 Hour Contact No.: 213/747-1718

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.

ANNUAL PRICE ADJUSTMENT FOR LONG TERM FIXED PRICE CONTRACTS:

Unit Prices for each line item shall be fixed for one year from the contract start date. On contract anniversaries and renewals, unit prices may be adjusted for the next year in accordance with manufacturer's published price adjustments. Any price adjustments shall be mutually agreed upon by the City Purchasing Agent and the supplier. Price increases will not exceed a reasonable amount, supported by written documentation as indicated in the paragraph below and as determined by the City Purchasing Agent, for any price adjustment. Price reductions may be issued at any time.

The City reserves the right to terminate contract without further obligation by either party in event price increases are not acceptable. Escalating factors will not be automatically granted. Requests for price increases shall be in writing and accompanied by each manufacturer(s) price list(s) with appropriate supporting documents acceptable to the City. Such documents shall include, but not be limited to manufacturer/distributor/dealer invoices, Insurance bills, utility bills, freight bills, payroll records, etc. The request shall state the percentage increase and the revised price for each affected contract item.

No increases will be granted without prior approval of the City Purchasing Agent.

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 \$1,500,000.00. 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, the supplier will provide an additional volume percentage adjustment if the City exceeds the following threshold amount levels:

Threshold Amount Level: Volume Percent Adjustment:

City of Los Angeles, California Contract

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

Vendor ID: 0000038234
L A ROOFING MATERIALS CO
112 W JEFFERSON BL
LOS ANGELES CA 90007

Contract ID 59321	Page 4
Contract Dates 12/01/2011 to 11/30/2015	Rate Date PO Date
Description: Roofing Materials & Sealants	Contract Maximum 3,000,000.00
Allow Multicurrency PO Allow Open Item Reference	

Line #	Item ID	Item Desc	Item Minimum Order Qty	Order Amt	Item Contract Maximum Qty	Contract Maximum Amt
	\$1,500,001.00			1%		
	\$1,800,000.00			1%		
	\$2,100,000.00			1%		

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: Per Product Manufacturer

Warranty for labor/workmanship defects: Per Product Manufacturer

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.

ENVIRONMENTALLY PREFERABLE PRODUCTS:

The City of Los Angeles seeks to conserve and enhance our local and global natural resources; promote and support a vibrant, diverse, and equitable economy; safeguard human health and the environment; and improve the livability of the City's neighborhoods without compromising the ability of future generations to do the same. (City of Los Angeles Administrative Code Division 10, Chapter 1, Article 6, Section 10.32)

The City therefore promotes the use of environmentally preferable products in its acquisition of goods and services. City employees are required to purchase environmentally preferable products from this contract whenever feasible, consistent with the City's Environmentally Preferable Products Purchasing Program.

The Supplier is required to identify environmentally preferable products that may be suitable for inclusion under this contract to the City of Los Angeles, if such products become available during the contract term.

OTHER GOVERNMENT AGENCY PURCHASES:

Other government agencies may make purchases using the prices, terms and conditions of this contract.

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 extended price of all items sold to the City (contract inception to report date).
- 2) Environmentally Preferable Product (EPP) Report that indicates the quantity and description of products sold to the City that are considered EPP. This information may be included in the Expenditure Report.

City of Los Angeles, California Contract

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

Vendor ID: 0000038234
L A ROOFING MATERIALS CO
112 W JEFFERSON BL
LOS ANGELES CA 90007

Contract ID 59321	Page 5
Contract Dates 12/01/2011 to 11/30/2015	Rate Date PO Date
Description: Roofing Materials & Sealants	Contract Maximum 3,000,000.00
Allow Multicurrency PO Allow Open Item Reference	

Line #	Item ID	Item Desc	Item Qty	Minimum Order Amt	Contract Qty	Maximum Amt
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3) Business Inclusion Program Report that indicates the quantity and description of products sold to the City that were manufactured by or obtained from MBE, WBE, SBE, EBE, DVB/E and OBE 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 following month 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.

CPO DELIVERY AND PAYMENT TERMS:

Payment Terms: 1% 10 Days Delivery: 3 Days A R O

OFF-PEAK DELIVERY AND PICK-UP HOURS:

The City of Los Angeles requires off-peak delivery and pickup of all commodities by City suppliers between the hours of 9:00 AM and 3:30 PM, Monday through Friday, to reduce traffic and vehicle emissions during morning and afternoon commute times. Suppliers are determined in compliance if the actual delivery or pickup time provides for arrival at the City location on or after 9:00 AM and on or before 3:30 PM.

Unless otherwise instructed by authorized City personnel, suppliers are required to schedule deliveries and/or pickups during the off-peak period. City departments sharing facilities that order products from the same supplier shall make every effort to coordinate off-peak deliveries and pickups with the supplier.

Emergency and critical need orders, or other non-conforming deliveries and pickups specifically requested by City departments shall not constitute a violation of this requirement. In addition, circumstances that are outside of the supplier's control and documented by the supplier to the ordering department's or the City Purchasing Agent's satisfaction shall not constitute a violation of this requirement.

Noncompliance with this requirement may result in cancellation of a Purchase Order(s) or termination of Contract(s) between the City and the supplier.

If circumstances related to department operations preclude regularly scheduled deliveries between the hours of 9:00 AM and 3:30 PM, Monday through Friday, the affected City department shall notify the supplier of any allowable exception(s).



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

Prohibited Contributors (Bidders)

CEC Form 55

This form must be completed in its entirety and submitted to the awarding authority with your bid or proposal for the contract noted below. A bid or proposal that does not include a completed form will be deemed nonresponsive. Please write legibly.

Original filing Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number (or other identifying information if no number):
 RFB #F-925/Contract #39768

Date Bid Submitted:
 9-11-2015

Description of Contract:
 Roofing Materials & Sealants

Awarding Authority (Department):
 Harbor Department

BIDDER

Name: LA Roofing Materials, Inc.

Address: 112 W. Jefferson Blvd, Los Angeles, CA 90007

Email (optional): steve@laroofingmaterials.com Phone: 213/747-1718

State Contractor ID: 61135

State ID must be disclosed for identification purposes, even if not performing work on this contract under that license. If the bidder does not have a state contractor ID, indicate "not applicable".

PRINCIPALS

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

Name: Stephen Gardner Title: President

Address: 112 W Jefferson Blvd, Los Angeles, CA 90007

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

_____ additional sheets are attached. Bidder is an individual and no other principals exist.



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

Prohibited Contributors (Bidders) CEC Form 55

SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the ID must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor: NONE
 Address: _____
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

_____ additional sheets are attached.

Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.



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

Prohibited Contributors (Bidders) CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: NONE Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Of the subcontractors identified on page 2, the following are individuals and no other principals exist (attach additional sheets if necessary):

Subcontractor: _____

Subcontractor: _____

_____ additional sheets are attached.

Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided above is true and complete.

Date: 9/10/15

Signature: [Signature]

Name: Stephen Gardner

Title: President

Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.

City of Los Angeles, California
Contract

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

Vendor ID: 0000038234
LA ROOFING MATERIALS CO
112 W JEFFERSON BL
LOS ANGELES CA 90007

Contract ID 59321	Page 1
Contract Dates 12/01/2011 to 11/30/2015	Rate Date PO Date
Description: Roofing Materials & Sealants	Contract Maximum 3,000,000.00
Allow Multicurrency PO Allow Open Item Reference	

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: Maria Dolly Rodriguez
E-mail address: maria.rodriquez@lacity.org

Phone Number: 213/928-9549
Fax Number: 213/928-9511

Renewal Options: 4 Option Date 1 = 10/30/12 Option Date 2 = 10/21/13
Options Granted: 2 Option Date 3 = --/-- Option Date 4 = --/--

Notice of award of contract No. 59321 RFQ No.: EV00002926 Previous Contracts: 58493 / 58641
Payment Terms: 1% 10 Days Delivery: 3 Days A R O

You are hereby notified of the award of this contract with the City of Los Angeles in accordance with RFQ Number 2926, 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.

The contract is awarded for the following: ****Roofing Materials & Sealants****

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

The following listed item(s) cover the only product(s) approved for purchase under this contract. Products requested by

City of Los Angeles, California Contract

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

Vendor ID: 0000038234
L A ROOFING MATERIALS CO
112 W JEFFERSON BL
LOS ANGELES CA 90007

Contract ID 5932.1		Page 2
Contract Dates 12/01/2011 to 11/30/2015		Rate Date PO Date
Description: Roofing Materials & Sealants		Contract Maximum 2,000,000.00
Allow Multicurrency PO Allow Open Item Reference		

Line #	Item ID	Item Desc	Item Minimum Order		Item Contract Maximum	
			Qty	Amt	Qty	Amt
1	0.00	Materials, Roofing, in accordance with Roofing Materials Price List for City of Los Angeles, submitted October 18, 2011.	0	0.00	0	

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

PRICE LIST DISCOUNTS/MARK UPS:
Percentage mark up (+) charged to the City: + 15%

Manufacturer: Various

Price list no./date: Year 2011

Applicable price column: Per Mfr. Unit Price

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

Amendment #1: Renewal option #1 is exercised.

Effective June 27, 2013:

PRICE LIST DISCOUNTS/MARK UPS:
Percentage mark up (+) charged to the City: + 15%

Manufacturer: Various

Price list no./date: Roofing Materials & Sealants Catalog - May 3, 2013

Applicable price column: Per Mfr. Unit Price

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

Amendment #3 - Renewal Option #2

City of Los Angeles, California Contract

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

Vendor ID: 0000038234
L A ROOFING MATERIALS CO
112 W JEFFERSON BL
LOS ANGELES CA 90007

Contract ID		Page
59321		3
Contract Dates		Rate Date
12/01/2011 to 11/30/2015		PO Date
Description:		Contract Maximum
Roofing Materials & Sealants		3,000,000.00
Allow Multicurrency PO		
Allow Open Item Reference		

Line #	Item ID	Item Desc	Item Minimum Order Qty	Item Contract Maximum Amt
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SUPPLIER CONTACT:

Contact Person: Steve Gardner

Title: General Manager

Telephone No.: 213/747-1718

Fax No.: 213/747-0979

E-Mail Address: steve@laroofingmaterials.com

24 Hour Contact No.: 213/747-1718

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.

ANNUAL PRICE ADJUSTMENT FOR LONG TERM FIXED PRICE CONTRACTS:

Unit Prices for each line item shall be fixed for one year from the contract start date. On contract anniversaries and renewals, unit prices may be adjusted for the next year in accordance with manufacturer's published price adjustments. Any price adjustments shall be mutually agreed upon by the City Purchasing Agent and the supplier. Price increases will not exceed a reasonable amount, supported by written documentation as indicated in the paragraph below and as determined by the City Purchasing Agent, for any price adjustment. Price reductions may be issued at any time.

The City reserves the right to terminate contract without further obligation by either party in event price increases are not acceptable. Escalating factors will not be automatically granted. Requests for price increases shall be in writing and accompanied by each manufacturer(s) price list(s) with appropriate supporting documents acceptable to the City. Such documents shall include, but not be limited to manufacturer/distributor/dealer invoices, insurance bills, utility bills, freight bills, payroll records, etc. The request shall state the percentage increase and the revised price for each affected contract item.

No increases will be granted without prior approval of the City Purchasing Agent.

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 \$1,500,000.00. 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, the supplier will provide an additional volume percentage adjustment if the City exceeds the following threshold amount levels:

Threshold Amount Level: Volume Percent Adjustment:

City of Los Angeles, California Contract

City of Los Angeles Purchasing Agent
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ROOM 110
LOS ANGELES CA 90012

Vendor ID: 0000038234
L A ROOFING MATERIALS CO
112 W JEFFERSON BL
LOS ANGELES CA 90007

Contract ID 59321	Page 4
Contract Dates 12/01/2011 to 11/30/2015	Rate Date PO Date
Description: Roofing Materials & Sealants	Contract Maximum 3,000,000.00
Allow Multicurrency PO	
Allow Open Item Reference	

Line #	Item ID	Item Desc	Item Minimum Order Qty	Item Contract Maximum Amt
	\$1,500,001.00		1%	
	\$1,800,000.00		1%	
	\$2,100,000.00		1%	

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: Per Product Manufacturer

Warranty for labor/workmanship defects: Per Product Manufacturer

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.

ENVIRONMENTALLY PREFERABLE PRODUCTS:

The City of Los Angeles seeks to conserve and enhance our local and global natural resources; promote and support a vibrant, diverse, and equitable economy; safeguard human health and the environment; and improve the livability of the City's neighborhoods without compromising the ability of future generations to do the same. (City of Los Angeles Administrative Code Division 10, Chapter 1, Article 6, Section 10.32)

The City therefore promotes the use of environmentally preferable products in its acquisition of goods and services. City employees are required to purchase environmentally preferable products from this contract whenever feasible, consistent with the City's Environmentally Preferable Products Purchasing Program.

The Supplier is required to identify environmentally preferable products that may be suitable for inclusion under this contract to the City of Los Angeles, if such products become available during the contract term.

OTHER GOVERNMENT AGENCY PURCHASES:

Other government agencies may make purchases using the prices, terms and conditions of this contract.

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.

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