

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

BID NO. F-1089 Page 1
Show this number on envelope

Contract No. 39931

1. COMPLETE CONTRACT

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

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

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

3. AMOUNT TO BE PAID

The City agrees to pay the contractor for the goods or services in the manner described in the paragraph entitled "PAYMENTS" according to the terms and conditions. Unless otherwise indicated by the Bidder, remittance by the City for goods or services will be made to the address below.

4. CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

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

5. DECLARATION OF NON-COLLUSION

The undersigned certifies (or declares) under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure any advantage over other bidders.

6. LEGAL JUSTIFICATION

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

EXECUTED AT: _____ ON THE _____ DAY OF _____, 2020
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Rubb, Inc dba "Rubb Building Systems"

Phone 207-324-2877 Fax 207-324-2347

Address 1 Rubb Lane Sanford ME 04073
Street City State Zip

Signature [Signature] Printed Name David Nickerson Printed Title President

Signature [Signature] Printed Name Joseph A Kane Printed Title CFO

(Approved Corporate Signature Methods) (AFFIX CORPORATE SEAL HERE)

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

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

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

<p>County of York</p> <p>State of Maine S.S.</p> <p>Subscribed and sworn this date</p> <p>JACQUELINE M. BERARD Notary Public, State of Maine My Commission Expires October 11, 2022</p> <p>[Signature]</p> <p>Notary Seal Signature</p>	<p>In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below.</p> <p>By _____ Executive Director Harbor Department</p> <p>_____ Date</p>	<p>Approved as to form and legality</p> <p>8/11, 2020</p> <p>City Attorney</p> <p>BY [Signature] Deputy</p>
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FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1089

SUBMIT BID TO :
Los Angeles Harbor Department
Purchasing Office, 1st Floor
500 Pier A Street
Wilmington, CA 90744

OFFICE HOURS:
7:30 a.m. – 4:30 p.m.
Monday through Friday (excluding Holidays)

**BID DUE BEFORE
11:00 A.M.
June 30, 2020**

Buyer: Juan Benitez, Procurement Supervisor (310) 732-3890
Email: jbenitez@portla.org

**BIDS WILL BE PUBLICLY
OPENED**

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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NEW MEMBRANE CLADDINGFOR RUBB STRUCTURE**NEW MEMBRANE CLADDINGFOR RUBB STRUCTURE
IN ACCORDANCE WITH (ATTACHMENT C) SPECIFICATIONS**

			Unit Price	Extension
1	1 LOT	MATERIALS: (2) 95.14' W x 262'L x 16.4'H BE Bi-Link Structure in accordance with attached specifications "Section 13121 New 28 oz PVC cover State Brand & Product No. Quoting: <u>Rubb 28oz PVC Cover</u>	\$165,000	\$165,000

REQ. NO.: G-20-144(64431)
NOTIFY: L. Leon
PAGE 2

STATE TIME OF DELIVERY: ^{SPN} 84 ~~84~~ 112 DAYS AFTER RECEIPT OF ORDER
TERMS _____ % DISCOUNT FOR PAYMENT WITHIN _____ DAYS.
BIDDER MUST SIGN THIS BID ON PAGE 1

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2	1 LOT	<p>MATERIALS: (2) 95.14' W x 262'L x 16.4'H BE Bi-Link Structure in accordance with attached specifications "Section 13121</p> <p>HARDWARE</p> <p>State Brand & Product No. Quoting:</p> <p><u>Rubb tensioning and sealing hardware</u></p>	\$16,650	\$16,650
3	1 LOT	<p>MATERIALS</p> <p>GUTTER SYSTEM in accordance with attached specifications "Section 13121</p> <p>State Brand & Product No. Quoting:</p> <p><u>Rubb Gutter System</u></p>	\$25,000	\$25,000
4	1 LOT	<p>INSTALLATION of (2) 95.14' W x 262'L x 16.4'H BE Bi-Link Structure in accordance with attached specifications "Section 13121</p>	\$224,250	\$224,250
5	1 Each	<p>PERFORMANCE BOND</p>	\$8,071	\$8,071
6	1 LOT	<p>FREIGHT</p>	\$17,500	\$17,500

SCOPE OF WORK: Vendor agrees to furnish all labor, materials, equipment, incidentals and delivery necessary to complete cover replacement.

Working Hours: 6:00 am – 4:00 pm Monday through Friday (excluding City holidays)

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BIDDERS 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.

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.

ADDENDA. From time to time, the Harbor Department may deem it necessary to issue an addendums(a) to modify or cancel a Bid Request. Such addendums (a) 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 addendums(a) 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: Sean Hickey

Title: Sales

Telephone No.: 207-636-7171

Fax No.: 207-324-2347

E-Mail Address: shickey@rubbusa.com

24 Hour Contact No.: 207-608-9150

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
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CONTRACTUAL TERMS SECTION

DIR REGISTRATION.

All contractors must have a Contractor Registration Number through the State of California, Department of Industrial Relations (DIR). Registration and information can be accessed at the following website:

<https://www.dir.ca.gov/Public-Works/Contractor-Registration.html> .

Prime Contractor State of California DIR Registration No.:

N/A

Subcontractor State of California DIR Registration No.:

PW-LR-1000654682

Subcontractor State of California DIR Registration No.:

N/A

(Attach additional sheets if necessary)

DIR REPORTING LABOR CLASSIFICATIONS:

Please indicate which Labor Classification(s) will be used for Payroll Reporting:

- Asbestos
 Boilermaker
 Bricklayers
 Carpenters
 Carpet/Linoleum
 Cement Masons
 Drywall Finisher
 Drywall/Lathers
 Electrician
 Elevator Mechanic
 Glaziers
 Iron Workers
 Laborers
 Millwrights
 Operating ENG
 Painters
 Pile Drivers
 Pipe Trades
 Plasterers
 Roofers
 Sheet Metal
 Sound/COMM
 Surveyors
 Teamster
 Tile Workers

PREVAILING WAGE / PUBLIC WORKS CONTRACTS. Contractor, in performance of this Public Works Contract, shall comply with all provisions of Section 425 of the Charter of the City of Los Angeles and of the Labor Code of the State of California including, but not limited to, those sections requiring payment of prevailing wages and the employment/training of apprentices.

RAW MATERIAL MILL CERTIFICATION:

Each shipment shall be accompanied by one signed reproducible copy of a certification that the material furnished has been tested and/or inspected to the requirements of the specification(s) ordered, and has been found in compliance with the specified requirements. The certification shall include the number(s) and revision(s) of the specification(s) to which the material is certified, and the identification of the material lot(s) to which it's applies; the MILLS's name and address; contract/purchase order number; authorized acceptance stamp, signature and title shall be affixed.

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PRE-AWARD CONFERENCE.

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

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

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

AUTHORIZED DISTRIBUTOR/DEALER:

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

Yes: X 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.

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.

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

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 \$ 500,000.00, unless vendor receives a written notification of an increase by the Director of Contracts and Purchasing.

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 additional years from the date of expiration, under the same terms and conditions, subject only to price changes which can be justified by increases in vendors costs but not to exceed the percentage stated below. Option(s) granted will not be considered in awarding contracts.

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___ YES ___ (YES or NO) Option granted for one additional year at a price increase not to exceed ___ 10 ___ %.

___ YES ___ (YES or NO) Option granted for second additional year at a price increase not to exceed ___ 20 ___ % over first option year prices.

It is agreed that if any renewal option granted herein is exercised, the City will notify the contractor prior to the expiration date. Escalating factors in options will not be automatically granted. Any request for an increase in price must be substantiated by corresponding increases in vendor's costs, and submitted, in writing, to the Director of Contracts & Purchasing. No increase will be granted without prior approval of the Director of Contracts & Purchasing.

ESTIMATED EXPENDITURE: Total expenditures under this contract are estimated to be \$ 456,471.00 for the entirety of the contract. 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

WARRANTY

1. The Supplier shall include a five (5) year warranty which provides for 100% repair or replacement coverage including labor and materials for the initial first (1) year
2. The remaining term of the warranty can be based upon pro-rated coverage.
3. The supplier shall provide to the Owner with bid submission any extended warranty or service contract options that may be offered

MAKES, MODELS & BRAND NAMES. Makes, Models & Brand Names referenced are for illustrative or descriptive purposes only, and are not intended to be restrictive to any particular product. If bidder proposes to furnish another product equal in quality and purpose, such bids will be considered as long as they materially comply with the specifications. Alternate Make, Model, Brand Names, and/or Catalog Number(s) must be indicated opposite each item in the space provided.

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

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.

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

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

MAKES, MODELS & BRAND NAMES. Makes, Models & Brand Names referenced are for illustrative or descriptive purposes only, and are not intended to be restrictive to any particular product. If bidder proposes to furnish another product equal in quality and purpose, such bids will be considered as long as they materially comply with the specifications. Alternate Make, Model, Brand Names, and/or Catalog Number(s) must be indicated opposite each item in the space provided.

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

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

WORKMANSHIP AND MATERIALS. All materials, parts and equipment furnished by the Contractor for the Work shall be new, high grade and free from defects. Materials and work quality shall be subject to the City of Los Angeles Harbor Department Project Manager (PM) approval.

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.

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

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

SITE MAINTENANCE & CLEAN-UP. Contractor 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 Contractor 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.

SCHEDULE: The Bidder awarded the contract shall prepare and submit to the Construction and Maintenance Division five (5) copies of the bidder's Construction Baseline Schedule (the Schedule) within 14 (fourteen) calendar days after issuance of the Purchase Order. The Schedule shall show the dates on which each part or division of the work is expected to be started and completed, and shall show all submittals which constrain any work activity, allowing a minimum of 14 (fourteen) calendar days for the Project Manager's review of each submittal unless a longer period of time is specified elsewhere in these contract documents. The bidder shall also submit a separate listing of all submittals required under the contract, showing when each submittal will be submitted. The work activities making up the schedule shall be of sufficient detail to assure that adequate planning has been done for the proper execution of the work and such that, in the sole judgment of the Construction and Maintenance Division it provides an appropriate basis for monitoring and evaluating the progress of the work. Submittal and approval of the schedule in accordance with the requirements of this section is a condition precedent to the receipt of any payments from the City of Los Angeles under this contract.

The schedule shall show the sequence, duration, and interdependence of activities required for the complete performance of all work. The schedule shall begin with the date of issuance of the Purchase Order and conclude with the contract completion date based on the Harbor Department completion time required for each project.

SITE CONDITIONS. Contractor shall report to Construction & Maintenance, prior to project start, any adverse condition(s), which would affect the proper execution of the Contracted Work and shall not proceed until instructed by the POLA Project Manager. Except as provided elsewhere, failure to report any such conditions shall constitute acceptance of all site conditions, and any required removal, repair, or replacement caused by unsuitable conditions shall be performed by the Contractor at its sole cost and expense.

JOB CONDITIONS. The Contractor shall determine the nature and types of work to be performed, ascertain all conditions affecting construction procedure and sequencing of Work operations in the execution of the Work, including condition of available roads and streets, or clearances, restrictions and other limitations affecting transportation and ingress and egress to the job site. This determination must be made during the Bidding Period with any costs and impact included within the Bid.

FAMILIARITY WITH PLANS AND SPECIFICATIONS. It shall be the responsibility of the Contractor to be thoroughly familiar with all details of the Project, including the work of the Contractor's forces and all Subcontractors. The Contractor shall call the following to the attention of City of Los Angeles Harbor Department Representative in writing within twenty-four (24) hours of discovery, before any Work is performed:

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- 1) Errors and omissions in the Plans and Specifications, including, but not limited to, code violations, typographical errors and notational errors where ambiguity or inadequate description exists;
- 2) Work on the Plans or in the Specifications which, if so constructed, would result in a conflict of interference with other Work or the Work of other trades, including the location of fixtures and equipment;
- 3) Existing improvements visible at the job site, for which no existing disposition is made on the Plans or in the Specifications but which could reasonably be assumed to interfere with the satisfactory completion of the improvements contemplated by the Plans and Specifications.

Failure to notify shall constitute a waiver by the Contractor of any claim for delay or other damages occasioned by such defect. If the Contractor proceeds with the Work without instructions from the City of Los Angeles Harbor Department Representative, the incorrect Work shall be removed and corrections made to comply with the City of Los Angeles Harbor Department Representative's instructions, at no cost to the City.

ACCURACY OF PLANS AND SPECIFICATIONS. Omissions from the Plans and Specifications shall not relieve the Contractor from the responsibility of furnishing, making, or installing all items required by law or usually furnished, made, or installed in a project of the scope and character indicated by the Plans and Specifications.

The Plans show conditions as they are supposed or believed by the City of Los Angeles Harbor Department Project Manager (PM) to exist, but it is not intended or to be inferred that the conditions as shown thereon constitute a representation or warranty, expressed or implied, by the City or its officers, that such conditions are actually existent, nor shall the City, or any of its officers, be liable for any loss sustained by the Contractor as a result of any variance between conditions as shown on the Plans, and the actual conditions revealed during progress of the Work or otherwise, except as indicated in "Differing Site Conditions" of these General Conditions.

SCOPE. The work to be performed under this Contract shall consist of furnishing all tools, equipment, materials, supplies and manufactured articles, all transportation, services, including fuel, power and water, and essential communications, and the performance of all labor, Work, required calculations testing, inspections or operations, or operations required for the fulfillment of the Contract, in strict accordance with the specifications, schedules, and Plans, all of which are made a part hereof, and including such detail sketches as may be furnished by the City of Los Angeles Harbor Department Project Manager (PM) from time to time during the construction in explanation of said Plans. The Work shall be complete and all material, and services incidentals, quality or not specifically called for quality and conditions noted, in the Specifications, or not shown on the Plans, which may be necessary for complete and proper construction to carry out the Contract in good faith and a satisfactory manner shall be performed, furnished, and installed by the Contractor at no increase in cost to the City.

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LENGTH OF WORKDAY AND WORK WEEK. Eight (8) hours of labor shall constitute a calendar day's work for employees of the Contractor under this Contract. Said employees shall be paid not less than the prevailing wage rate for the first eight (8) hours work of each day.

Unless noted elsewhere in the Contract documents, a working day shall be Monday through Friday, and work shall be between 7:00 a.m. and 4:00 p.m., unless otherwise approved by the City of Los Angeles Harbor Department Project Manager (PM) or the Board or revised by City Ordinance.

When work in excess of eight (8) hours per day, or forty (40) hours during any one (1) week is performed, wages for all hours over eight (8) hours in any day or over forty (40) hours during any one (1) week shall be paid at the prevailing wage rate, as required by City, state and federal requirements.

PERMITS. Permits if required for this project, will be paid for by the City of Los Angeles Harbor Department through an Interdepartmental Order (IDO) to other City Departments. The City of Los Angeles Harbor Department will obtain plan checks if required.

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

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

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

CONTRACTOR'S REPRESENTATIVE AT THE SITE. A technically qualified and English-speaking project representative shall be designated in writing as the Contractor's Representative at the job site, who shall supervise the Work and shall provide competent supervision of the Work until its completion.

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The City of Los Angeles Harbor Department Project Manager (PM) reserves the right to disapprove any candidate named as the Contractor's Representative or alternate who fails to meet the provisions set forth herein. The City of Los Angeles Harbor Department PM reserves the right to remove, without any right to work on the project, either the Contractor's Representative or alternate, who in the sole opinion of the City of Los Angeles Harbor Department PM, has demonstrated incompetence, lack of ability, or other unsuitability to perform supervision of the Work.

If the Contractor's Representative or alternate leave the employ of the Contractor, the Contractor will be required to replace the individual(s) and fulfill the requirements of this Article within fifteen (15) calendar days. In no event shall any Work proceed in the absence of an approved representative.

All directions given by the City of Los Angeles Harbor Department PM to said representative or alternate shall be considered as having been given to the Contractor.

WORKMANSHIP AND MATERIALS. All materials, parts and equipment furnished by the Contractor for the Work shall be new, high grade and free from defects. Materials and work quality shall be subject to the City of Los Angeles Harbor Department Project Manager (PM) approval.

INJURY AND ILLNESS PREVENTION – SAFETY MEASURES. Safety is the responsibility of the Contractor. The Contractor shall observe and comply with the safety provisions of all applicable laws, building and construction Codes, safety and health regulations of the California Code of Regulations, and with applicable City Safety Policies.

Every employer (Prime Contractor and/or Subcontractor) employed on the Project shall establish, implement, and maintain an effective Injury and Illness Prevention Program in accordance with Section 3203 of the General Industry Safety Orders.

Each Contractor/Subcontractor shall make the applicable Injury and Illness Prevention Program specific for site conditions and type of Work to be performed on the Project.

Each prime Contractor and Subcontractor working on the Project shall make its Injury and Illness Prevention Program available to the City of Los Angeles Harbor Department Project Manager (PM) prior to beginning any Work on the Project.

If a work procedure or site condition creates an immediate hazard to the health or safety of the public, City employees, property, or a licensee, the City may suspend all work on the project. Without prior notice, the City may also correct such hazardous conditions using other forces or contractors, at the Contractor's sole expense. Any delays or impacts arising on the Work as a result of such an emergency shall be at the sole expense of the Contractor with no time extension, additional reimbursement for extended overhead, or interest on monies due, allowed for the Contractor.

First aid facilities and supplies shall be kept and maintained by the Contractor at the site of the Work.

The Contractor shall cause all persons within the construction area to wear protective helmets. In addition, all employees of the Contractor and its Subcontractors shall be provided with, and required to use, personal

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protective and lifesaving equipment set forth in California Construction Safety Orders and the OSHA Safety and Health Standards for Construction.

NON-CONFORMING WORK. Except as set forth in this Article, all non-conforming Work and materials, in place or not, shall be removed immediately from the site or corrected to conform to all requirements of the Contract Documents, by the Contractor, at the sole expense of the Contractor.

If the Contractor fails to remove, replace or correct any non-conforming Work or materials within seventy-two (72) hours of discovery, the City of Los Angeles Harbor Department Project Manager (PM) may cause such Work or materials to be removed and replaced. Such removal and replacement shall be at the sole expense of the Contractor with no entitlement to time extensions, additional reimbursement, extended overhead, or interest on monies due. In addition, all such cost shall be deducted from any amounts that are due or may become due to the Contractor.

Failure of the City of Los Angeles Harbor Department PM to notify the Contractor of any non-conforming Work shall not constitute acceptance of any non-conforming Work. The Contractor's obligation to remove, replace or correct any non-conforming Work, whenever discovered, shall continue to the end of the guaranty-warranty period provided for in "Guaranty-Warranty" of the General Requirements. The City reserves and retains all rights and remedies at law against the Contractor and their Surety for correction of any and all latent defects discovered after the guaranty-warranty period.

Any delays or impacts arising on the Work as a result of construction, fabrication or delivery of non-conforming work or materials shall be at the Contractor's sole expense, with no time extension, additional reimbursement for extended overhead, or interest on monies due allowed.

Examination of covered Work may be ordered by the City of Los Angeles Harbor Department PM for any reason. The Work shall be uncovered by the Contractor and if such Work is found to be in accordance with the Contract Documents, the City will issue a Change Order authorizing payment for the cost of examination and replacement. If such Work is found to be not in conformance with the Contract Documents, the Contractor shall correct the non-conforming Work and the cost of examination and correction of the non-conforming Work shall be borne solely by the Contractor.

Failure of the Contractor to comply with the requirements of this Article shall constitute default of the Contract by the Contractor and the City may terminate the Contract as provided for in Termination of Contract by City (Contractor Default).

NOTIFICATION OF HAZARDOUS SUBSTANCES. The existing facilities or Jobsite may contain asbestos, PCBs, corrosives, carcinogens, or other hazardous materials. Should the Contractor or any of its Subcontractors, while performing Work on or in the vicinity of existing facilities, unexpectedly encounter any material identified in the California Code of Regulations, Title 8, as a hazardous material not shown on the Plans or addressed in the specifications, or have reason to believe that any other material encountered may be a hazard to human health and safety and/or the environment, the Contractor shall stop the Work, cordon off the affected area to secure entry, and shall immediately notify the City of Los Angeles Harbor Department Project Manager (PM). Removal and disposal of the hazardous material not shown on the Plans or addressed in the specifications, if the City of Los Angeles Harbor Department PM deems it necessary, will

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be done by and at the expense of the City. The City will provide the Contractor, upon request, with copies of Safety Data Sheets (SDS) covering hazardous materials identified by the Contractor that are encountered in existing facilities during the course of the Work and that are not removed by the City.

In the event that the Contractor is delayed in the completion of the Contract solely because of such hazardous materials or conditions not previously identified in the Contract Documents, the Contractor shall be entitled to an extension of time in accordance with "Unavoidable Delay" of these General Conditions.

For new construction Work and for all Contractor furnished supplies and equipment that may contain hazardous materials, the Contractor shall develop and implement a written Hazard Communication Program for its employees in accordance with the California Code of Regulations. The Contractor's basic written Hazard Communication Program shall be submitted to the City of Los Angeles Harbor Department PM prior to the start of Work at the site, and shall be revised and kept current as required by the continuing progress of the Work. The Contractor's Hazard Communication Program shall also include the SDS for all hazardous materials the Contractor will be using at the facility. All provisions concerning SDS for hazardous materials shall be met before the hazardous material is delivered to the site.

The City of Los Angeles Harbor Department PM shall be provided with three (3) copies of the Contractor's written Hazard Communication Program, Contractor provided SDS, and all revisions and modifications thereto.

The Contractor and Subcontractors shall comply with all State and Federal statutes and regulations on training, handling, storage, public notification, and disposal of hazardous materials and hazardous wastes. In the event that the Contractor or its Subcontractors spills or releases hazardous materials, the Contractor shall immediately notify the City of Los Angeles Harbor Department PM and any required agencies of the spill or release and the Contractor shall stop the Work, and cordon off the affected area to secure entry. Removal and disposal of the hazardous material, if the City of Los Angeles Harbor Department PM deems it necessary, will be done by the City at the Contractor's expense. Further, the Contractor shall notify the City of Los Angeles Harbor Department PM when hazardous materials are brought on-site and when hazardous materials and hazardous wastes are removed from the site. Hazardous Materials brought on site shall be accompanied by four (4) copies of SDS, which shall be provided to the City of Los Angeles Harbor Department PM before such materials are unloaded.

SHOP DRAWING / SUBMITTALS. The CONTRACTOR shall furnish a schedule and list of all required submittals to the City of Los Angeles Harbor Department Project Manager (PM), in accordance to CONTRACTOR'S CONSTRUCTION SCHEDULE AND REPORTS of these GENERAL REQUIREMENTS, including required submittals by all Subcontractors.

Wherever called for in these Specifications or on the plans, or where required by the City of Los Angeles Harbor Department PM, the CONTRACTOR shall furnish to the City of Los Angeles Harbor Department PM for review, ten (10) copies of each submittal. The term "submittal" as used herein shall be understood to include detail design calculations, design drawings, shop drawings, fabrication and installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, samples, and similar items. Unless otherwise required, said submittals shall be submitted to the City of Los Angeles Harbor Department PM at a time sufficiently early to allow review of same by the City of Los Angeles Harbor

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Department PM and to accommodate the rate of Construction Progress required under the Contract without delaying the Contract Work and with due regard for the possibility of resubmittals. All submittals shall be in English.

All design or shop drawings or other submittals shall be accompanied by the standard "CONTRACTOR'S SUBMITTAL TRANSMITTAL" form. This form may be obtained in quantity from the City of Los Angeles Harbor Department PM at reproduction cost. Any submittal not accompanied by such a form, or where all applicable items on the form are not completed, or are incorrectly completed, may be returned, at the City of Los Angeles Harbor Department PM discretion, for resubmittal.

Shop Drawings shall show in detail the size, sections, and dimensions of all the member(s); the arrangement and construction of all connections and joints; all holes, straps, and other fittings required for attaching work and other pertinent details. When required, engineering computations shall be submitted. The CONTRACTOR shall be responsible for delivering reviewed copies of shop Drawings to all others whose work is dependent thereon. The CONTRACTOR shall maintain at the site of the Project, at all times, a complete file of approved Shop Drawings and manufacturers' data for this Project.

All CONTRACTOR submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR prior to submission to the City of Los Angeles Harbor Department PM. Each submittal shall be dated, signed, and certified by the CONTRACTOR as being correct and in strict conformance with the Contract Documents. No consideration for review by the City of Los Angeles Harbor Department PM of any CONTRACTOR'S submittal will be made for any items which have not been so certified by the CONTRACTOR. All noncertified submittals will be returned to the CONTRACTOR without action taken by the City of Los Angeles Harbor Department PM, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.

The City of Los Angeles Harbor Department PM review of CONTRACTOR'S submittal shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions and conformance to the Specifications. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in the submittal. Any fabrication or other work performed in advance of the receipt of accepted submittals shall be entirely at the CONTRACTOR'S risk and expense. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details.

- A. CONTRACTOR'S Submittals: CONTRACTOR'S submittals required for performance of Contracted Work, shall include, but are not limited to, the following:
1. Contract Price (Cost Breakdown)
 2. Construction Schedule and Notification to City of Los Angeles Harbor Department PM of completion of each milestone or percentage increment of the Work as required.
 3. Submittal Schedule
 4. Daily Construction Reports

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5. Shop Drawings and Structural Calculations.
 6. Manufacturer's Data and Specifications.
 7. Samples
 8. Templates
 9. Certificate of Compliance
 10. Construction Photographs
 11. Substitutions
 12. Record Drawings and Record Project Manual
 13. Operation & Maintenance Manuals
 14. Stock Materials, Spare parts, tools
 15. Material Testing Results
 16. Daily Statements of cost-plus percentage Change Order
 17. **[Survey grade sheets]**
 18. Copies of Notice-To-Correction or Notice of Non-Compliance from governing authorities.
 19. Maintenance Logs and Maintenance Schedule.
- B. Administrative Submittals include, but are not limited to the following:
1. Permits
 2. Request for Payments
 3. Performance and Payment Bonds
 4. Insurance Certificates
 5. List of Subcontractors and proof of qualifications
 6. Hazardous Communication Program.

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7. Certified weekly payroll records.
 8. Ethnic Composition of Work Force Report.
 9. Third Party Testing Agency
- C. CONTRACTOR shall conform to the provisions of the Contract Document and as may be specifically directed by the Consultant or the City of Los Angeles Harbor Department PM.
1. Preparation and processing of submittals shall be coordinated with Contracted Work operations, which includes fabrication, purchasing and delivery of work items so as not to delay Contracted Work operations.
 2. In each copy of the Submittal, mark every applicable material, product, equipment, manufacturer's data, product information, color samples, rating or values, part and model numbers, etc. by red color circle. Each of the submittal items must be clearly distinguishable from other unrelated or similar items listed in the Manufacturer's Catalog or Technical Specifications, Manuals, etc.
- D. Coordination and Submittals:
1. Carefully review and coordinate all aspects of each item being submitted.
 2. Carefully review contract drawings and technical sections, verify all work as laid out or indicated meeting the applicable codes and standards.
 3. Ensure ample time for reviewing and processing of the submittals by the CITY or other authorized agencies, delays resulting from improper and untimely submittals shall be the responsibility of the CONTRACTOR.
 4. Verify all site conditions and provide all required dimensions and measurements in Shop Drawings.
 5. Where necessary, review the CITY'S comments, make changes and resubmit to local governing agencies for approval. Furnish the City of Los Angeles Harbor Department PM copies of the approved plans or drawings for review.

INDEMNIFICATION AND INSURANCE:

Indemnification

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Vendor undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in

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house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Vendor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Purchase Order by Vendor or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Purchase Order and those allowed under the laws of the United States, the State of California, and the City.

Acceptable Evidence and Approval of Insurance

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

Policy Copies

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

PRIMARY COVERAGE

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

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

ADDITIONAL INSURED

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

NOTICE OF CANCELLATION

By terms of the contract, the contracting company agrees to maintain all required insurance in full force for the duration of the contractor's business with the City of Los Angeles Harbor Department. Each contractually required insurance policy shall provide that it will not be canceled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of the City of Los Angeles Harbor Department have been given thirty (30) days' prior notice (or 10 day notice of non-payment of premium) by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

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RENEWAL

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

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

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

NOTE

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

General Liability Insurance

Vendor shall procure and maintain in effect throughout the term of this Purchase Order, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Vendor's normal limits of liability but not less than **One Million Dollars (\$1,000,000.00)** 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 Vendor. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Vendor's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-day notice of cancellation for nonpayment of premium, and a 30-day notice of cancellation for any other reasons.

Auto Liability Insurance

Vendor shall procure and maintain at its expense and keep in force at all times during the term of this Purchase Order, automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than **One Million Dollars (\$1,000,000.00)** 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, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-day notice of cancellation for

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nonpayment of premium, and a 30-day notice of cancellation for any other reasons.

Workers' Compensation and Employer's Liability

Vendor shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Vendor shall comply with such provisions before commencing the performance of the tasks under this Purchase Order. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Vendor shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Vendor, and for all employees of any subcontractor or other vendor retained by Vendor.

INITIAL HERE ACKNOWLEDGING INSURANCE REQUIREMENTS:

_____ (initial)

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

NO WORK MAY BE PERFORMED WITHOUT SUCH WRITTEN AUTHORIZATION TO PROCEED

ETHICS. – (Attachment A)

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

Bidders must submit CEC Forms 50 and 55 (provided in Attachments) to the awarding authority at the same time the response is submitted. The forms require bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without completed CEC Forms 50 and 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

LOCAL BUSINESS PREFERENCE PROGRAM – (Attachment B)

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

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

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tabulation only. Actual amount paid to the lowest bidder will be the price quoted by the lowest bidder meeting specifications.

The Harbor Department defines a LBE as:

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

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

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

DELIVERY

DELIVERY. Delivery is desired by **12 weeks** after vendor receives order. If this time cannot be met, show in the space provided on the Bid Sheet the best delivery time you can guarantee. The Harbor Department reserves the right to make award based on delivery time quoted.

DELIVERY POINT. Prices to include all delivery charges, F.O.B. the Harbor Department, Berth 161, Wilmington, CA 90733.

NOTIFICATION. The vendor shall notify the Los Angeles Harbor Department **Engineering Division, Laura Leon, 310-732-3024** not less than three (3) days in advance that the equipment is ready for delivery.

FINANCIAL SECTION

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

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

SALES TAX PERMIT. Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: 099-269012.

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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.**

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: _____ Rubb, Inc.

ADDRESS: _____ One Rubb Lane

_____ Sanford, ME 04073

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

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC). In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (844) 663-4411, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers. Accordingly, firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. Bidder, in submitting this bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number. BTRC/BTRC Exemption Number: 0003192522.

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:

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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.

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.

Bidders must submit CEC Form 55 (provided in Attachment) to the awarding authority at the same time the response is submitted. 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

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

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

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

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(SHOW THIS NUMBER ON ENVELOPE)**BID DUE BEFORE 11:00 AM ON: June 30, 2020****GENERAL CONDITIONS
READ CAREFULLY**

1. **FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic or facsimile bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pier "A" Street, Wilmington, CA 90744. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.
 2. **TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
 3. **SPECIFICATION CHANGES.** Vendor may request in writing that specifications be modified if its provisions restrict vendor from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All vendors will be notified by Addendum of any approved changes in the specifications.
 4. **BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Vendor must describe variations in their Bid.
 5. **AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the vendor. The City may make combined award of all items complete to one vendor or may award separate items to various vendors. Vendors may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
 6. **PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
 7. **PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
 8. **DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
 9. **DELIVERY:** If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the Director of Contracts and Purchasing immediately. Do not make delivery without his approval. Any correspondence, other than invoices, relating to this order must be sent to the Director of Contracts and Purchasing.
 10. **INSPECTION:** All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to accrued charges.
 11. **INVOICING:** The point of free delivery, terms, contract number, name and address of department must appear on all invoices.

All materials must be marked and tagged with the Contract number and be accompanied by packing list in detail. Material must be packed and shipped in conformity with tariff or classification requirements.

Prices on the contract include delivery to the division within building unless otherwise specified on the contract.

Prepaid charges for transportation must be accompanied by original expense bill marked
- paid and is not subject to transportation tax, due to the exemption permitted municipalities as indicated.
- Materials shall be listed separately on invoices covering repairs or installation service.
- The Harbor Department will not be responsible for services, materials, or supplies furnished without prior authorization from the Director of Contracts and Purchasing.
- This contract must not be assigned or transferred to anyone without the written approval of the Director of Contracts and Purchasing.
- Discount period to be computed from date of receipt of invoice, or complete acceptance of goods or services, whichever is the later date.
- In case of delay of payment beyond 30 days after acceptance of goods or services or date of invoice, whichever is later, please write the Harbor Department Accounting Section giving the contract number, stating to which division and on what date delivery was made.
- Harbor Department may pay on partial deliveries, but right is reserved by the Director of Contracts and Purchasing to require complete delivery before payment.
12. **TIME AND MATERIALS WITH NO FIXED FEES: ALL INVOICES WITH PAYMENTS FOR TIME AND MATERIALS MUST BE SUPPORTED / BACKED UP BY TIME SHEETS.**

NOTE: THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE TIME SHEETS.
 13. **CITY OF LOS ANGELES MUNICIPAL CODE:** All items must meet the requirements of the City of Los Angeles Municipal Code.
 14. **PAYMENTS.** Payment terms are NET 30 days unless vendor quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
 15. **ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Contracts and Purchasing.
 16. **NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
 17. **SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.
 18. **PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
 19. **CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason

FORMAL REQUEST FOR BID**CITY OF LOS ANGELES
HARBOR DEPARTMENT****BID NO. F-1089**

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 11:00 AM ON: June 30, 2020

of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.

20. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.
21. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
22. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year after the current fiscal year is contingent upon City's appropriation of funds for that purpose. The City's fiscal year ends on June 30th of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.
23. **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Vendor is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

THE END

No. 285 Rev. 07/15-116

FORM
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Bidder Certification

Los Angeles City
ETHICS COMMISSION

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

Original Filing Amendment: Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN) 39931	Awarding Authority (Department awarding the contract) Los Angeles Harbor Department
Bidder Name Rubb, Inc	
Address 1 Rubb Lane, Sanford ME 04073	
Email Address shickey@rubbusa.com	Phone Number 207-324-2877

Certification

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

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

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

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

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

David Nickerson

Name

Signature

President

June 29, 2020

Title

Date



Main body of text, consisting of several paragraphs that are extremely faint and illegible.

A single line of text, likely a section header or separator, which is also illegible.

Lower section of text, containing multiple paragraphs of illegible content.

Final section of text at the bottom of the page, consisting of several lines of illegible text.

FORM
55

Prohibited Contributors (Bidders)

Los Angeles City
ETHICS COMMISSION

Schedule A - Bidder's Principals

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

Name: <u>David Nickerson</u> Title: <u>President</u> Address: <u>22 Heath Street, Kennebunk, ME 04043</u>
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____

Check this box if additional Schedule A pages are attached.

FORM
55

Prohibited Contributors (Bidders)

Los Angeles City
ETHICS COMMISSION

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

Original Filing **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN):	39931	Date Bid Submitted:	6/26/2020
Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):			
New Membrane Cladding for Rubb Structure			
Awarding Authority (Department awarding the contract):		Los Angeles Harbor Department	
Bidder Name:	Rubb, Inc		
Bidder Address:	1 Rubb Lane, Sanford ME 04073		
Bidder Email Address:	shickey@rubbusa.com	Bidder Phone Number:	207-324-2877


Schedule Summary

Please complete all three of the following:

1. SCHEDULE A – Bidder's Principals <i>(check one)</i> The bidder has one or more PRINCIPALS , as defined in LAMC § 49.7.35(A)(6). At least one principal is required for entities. <i>(If you check "Yes", Schedule A is required.)</i>	Yes	No
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. SCHEDULE B – Subcontractors and Their Principals <i>(check one)</i> The bidder has one or more SUBCONTRACTORS on this bid or proposal with subcontracts worth \$100,000 or more. <i>(If you check "Yes", Schedule B is required.)</i>	Yes	No
	<input type="checkbox"/>	<input type="checkbox"/>
3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): _____		

Certification

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

David Nickerson _____ Name	 _____ Signature
President _____ Title	June 29, 2020 _____ Date



April 15, 2020

Port of Los Angeles
New Membrane Cladding for Rubb Structure
Final Price Proposal # 7064

RUBB, INC.
One Rubb Lane
Sanford, ME 04073
Tel: 207-324-2877
Fax: 207-324-2347
Web: www.rubbusa.com
E-mail: info@rubbusa.com

Laura - Thank you again for the opportunity to quote on replacing the membrane cover on your existing Rubb structure. We look forward to working with you and adding value by offering our expertise and past experience with similar projects.

Company Background and Qualifications

Rubb Building Systems is based in Sanford, Maine, and we trace our roots back to Norway in 1967 when the company was first founded making fabric buildings in Europe. We now have manufacturing locations in the USA, England, Norway, Poland, and China. **We have been manufacturing in the US since 1983.** The company now employs approximately 50 people involved in the sale, design, fabrication and erection of its products. Rubb is ISO Certified and **holds a current 9001-2015 certificate**, a testament to the importance of quality to the organization.

The Rubb organization is small but agile. Key Managers (including Operations, Engineering, Sales, Purchasing, and Site Services) meet each Monday to review the weekly production schedule. Projects are discussed on an individual basis as they move from engineering/drafting to production and finally shipment. Other critical items taken into account are the procurement of materials, coordination with subcontractors when applicable, and progress on-site once installation commences. These meetings serve as our work plan for the week with action items assigned to ensure that problems are addressed promptly.

Project schedules are agreed to in advance and all stake holders (both Rubb and its clients) are provided with critical milestone dates. A dedicated project manager interfaces between production and client. Once materials ship to site, Rubb can further assist by providing technical supervision of customer supplied local labor, or by sending a full team of Rubb technicians to install the structure.

An often overlooked, but critical and intangible factor when selecting suppliers is their code of ethics and ease of doing business. It is immediately evident that all employees at Rubb are invested in making the best quality, hand-crafted buildings in the industry. This is rare in today's world, and the small-town Maine feel shines through in how employees treat customers and each other.

Since 1983, Rubb, Inc. has earned the reputation for providing high quality and flexible building designs that are properly engineered. Thirty years later, we are proud of the fact that approximately 85% of our annual business comes from repeat customers. We can supply a long list of clients ranging from 30 year clients to newly acquired clients to support this code of ethics.

We understand that Rubb products will not always be the least expensive fabric buildings when looking at the bottom line price. However, **when factors such as safety, engineering experience, quality of materials, and company culture are considered, we believe that Rubb stands out from its competitors.** We believe the total package that Rubb brings to building projects will help ensure a successful, on-time, under-budget, safe completion.





Assumptions:

- All prices in US Dollars
- Rubb to remove existing cover in its entirety
- Port of LA to provide dumpster or handle disposal of old materials
- Use of Rubb standard insurance coverage and Terms & Conditions
- No DIR, contractors license, or other contractor/subcontractor language in final contract

Scope of Work:

- Fabrication of new membrane cover to match Rubb original job # 92094:
 - Ferrari 28oz/sq yard single-layer PVC coated polyester-based fabric cladding
- New hardware to secure cover
- New gutter system
- Installation, including equipment and travel at LA prevailing wages (roofer)
- Rubb standard warranty

Exclusions:

- Permits
- Any work to the existing building that the Rubb structure is connected to, including any wood/drywall/stud work
- Any work not specified above including doors, vents, removal of signs, MEP work, etc

Notable lead times / conservative schedule of work:

Engineering/design time to approval drawings:	2-4 weeks
Owner review period:	1 week
Shop drawings finalized and issued for fabrication:	1 week
Fabrication:	6-10 weeks
Installation on-site:	4-6 weeks

Above engineering lead time represents actual time to develop updated design drawings. It does not account for backlog at Rubb factory. Engineering will not always commence at time of order, but rather, at the earliest availability in our engineering queue.





Firm Price Proposal:

Original job # 92094: (2) 95.14'W x 262'L x 16.4'H BE Bi-Link Structure

New 28oz PVC cover.....	\$165,000
New Hardware.....	\$16,650
New Gutter System.....	\$25,000
Freight.....	\$17,500

**Freight is estimated at 2 trucks. If shipment is able to fit on 1 truck, a credit will be issued to the Port via deductive change order*

Prevailing Wage Installation.....	\$224,250
Performance Bond.....	\$8,071
Sub-total.....	\$456,471
Taxes.....	+ \$44,528

(9.755%: CA state 6%, County 2.25%, local 1%, LA .25%, LA Business .25%)

Total after taxes.....\$501,269

Proposed Payment Terms

- 35% with PO/Contract, Net 0
- 50% billed at time of shipment, Net 30
- 15% after customer sign-off & acceptance, Net 30

Quote valid for 30 days



excellence in engineering



Why Rubb?

Building Design: Rubb attributes its success to two things. The **first** would be our design philosophy - to always engineer buildings safely & correctly. Our structures are designed to meet the specific code requirements for the area the building will be erected. Rubb has been in business for over thirty years. Our company engineers and designers have combined experience of over 70 years of fabric building design. In that time, we have **never had a building designed to code fail**. These design practices include, but are not limited to:

- 1) Membrane cladding is not used to brace the frame. They are designed independently.
- 2) Roof slope is typically designed at a 16 degree pitch. This is sufficient to prevent ponding, but keeps building heights in an acceptable range for code and energy efficiency. Other manufacturers typically have a drastically steeper roof pitch, which allows them to significantly reduce the snow load on the building. This allows them to use smaller steel pipe, reducing their costs significantly. The end result is a less safe building, with much larger internal volumes to heat and cool.
- 3) Linear truss geometry. All of our buildings have straight lines in truss chords. Slightly more expensive in manufacturing, but the result is a properly designed structure.

Many of our competitors have rounded trusses. Having any curve in a truss member greatly increases the stress on them. These additional forces are often not accounted for.

4) Proof. All buildings should come with a calculation package to support the design. Rubb buildings are no different and will come with a detailed calculation package. However, many of our competitors will refuse to share structural calculations, claiming "proprietary information" – which is entirely false. Others will show some calculations, but nothing actually pertinent to the structural design (joint & connection calcs, fabric analysis, etc).

Be sure to ask before making a supplier decision!

The **second item** would be the quality components included in our design. I will discuss them in the following paragraphs. A testament to the faith we have in our building quality is the **20 year warranty** we offer to support our customers. While it is rare to have warranty claims, our buildings come with a plan that offers full coverage (including labor and freight) for the first 3 years, and then a generous pro-rated protection plan for the balance of the 20 years.

PVC Material: We use a **28 oz/sq yd PVC architectural membrane** on our buildings. This is one of the thickest materials in the industry. There is a direct correlation between the thickness of the material and its longevity. Our fabric meets the NFPA 701, ASTM E 84 and California Fire Marshall testing requirements. It has both UV and mildew inhibitors included in its formula. **Our original manufacturing building that was constructed in 1984, had its cover last 33 years.** We replaced the cover in 2017 only to upgrade to our insulated Thermohall system for improved energy efficiency. **The original fabric from 1984 was tested, and retained over 90% of its original strength!**





Galvanization: Rubb uses the ASTM A123 galvanization method. This method galvanizes components after all fabrication processes are complete in a molten zinc bath. This results in a much thicker galvanization coating on both the interior and exterior of components. Once again there is a direct correlation between the thickness of the material and its service life. Hot dip galvanization is normally seen on guardrails, highway sign posts, and many other outdoor metal components.

Another method commonly used by our competitors is in-line /pre-galvanized/continuously galvanized steel. When using this form of galvanization, the galvanization coating is burned off during welding operations. The outside is then coated with a cold galvanizing compound, very similar to spray paint. The interior is left unprotected. This form of galvanizing is much more susceptible to rusting and is more commonly seen on handrails, consumer fence posts, temporary construction fencing, etc.

Complete Process Management: Rubb controls the building process from start to finish in our facility in Sanford, Maine. We have 3 engineers on staff as well as 5 designers. After they have completed engineering your structure, our welders, PVC team and production staff will start making the frame and cover. Our transportation department will then prepare shipments for delivery. Meanwhile, a project manager will coordinate with construction teams to meet delivery trucks and commence construction. We are there to help throughout the process.

Company Longevity: Even though this is not a component of the structure it is still very important. Many of our top managers have twenty plus years' of experience with Rubb. In fact, a few have been here since the beginning in 1983. If you ever have a question after the sale you will be speaking with the same people you purchased your structure through. We want our customers to have the comfort of knowing that throughout the process, they will be speaking with Rubb employees; whether it is the president, engineer, salesperson or Rubb technician.





Our Team at Rubb

With over 50 years of worldwide experience designing, engineering and installing tensioned fabric structures, Rubb has a proven reputation as a leader in innovative, practical and cost-effective building solutions. Rubb is widely known for providing rugged and reliable structures in the aviation, port, cargo, military and recreational markets. Rubb has no tolerance for shortcuts and we always do it right.



DAVID NICKERSON, President | dnickerson@rubbusa.com

An engineering graduate of Cornell University, Dave has been with Rubb since its inception. He has worked in all areas of the operation from manufacturing to installation. A part-owner of Rubb, Dave focuses on company strategic development and customer relations. He is active in local affairs, serving on the Boards of a bank, hospital and nonprofits.



JOSEPH KANE, Chief Financial Officer | jkane@rubbusa.com

Joe holds a business degree and began his career in public accounting. He joined Rubb in 1988 as a corporate controller. His position has grown over the years to include oversight of manufacturing operations as well as Rubb's bookkeeping, accounting and risk management functions.



GARY SUTRYN PE, Chief Engineer | gsutryn@rubbusa.com

Gary started on the original Rubb team in 1983 as a structural engineer and is now the chief engineer for Rubb. He is responsible for all aspects of design of Rubb's structures, and he has garnered a worldwide reputation for his knowledge of fabric structures. Gary earned an MS in structural engineering from UNH. He is involved in code development with ASCE and IFAI associations.



CHUCK AUGER, Marketing Manager | cauger@rubbusa.com

Chuck joined Rubb in 2014 after a long career in hospitality management. His business background has benefitted Rubb by bringing a stronger customer focus to the organization. Besides marketing Chuck is involved with business development, Rubb service and facilities management. He has a BA from Colgate and a graduate degree in business from UMASS/Amherst.





SEAN HICKEY, Sales Consultant | shickey@rubbusa.com

Sean has nearly a decade of fabric building industry experience. His dedication to his clients, attention to detail, and passion for fabric buildings comes through in every project he works on. His creative yet methodical approach to building projects has produced some very unique structures and satisfied many customers. His experience with a wide variety of projects, from large aircraft hangars to warehouses to custom structures, means he can keep projects on budget and on schedule. Sean was integral to Rubb's successful Rockford, Illinois MRO hangar project, Rubb's largest project to date.



JIM CHADBOURNE, Sales Manager | jchadbourne@rubbusa.com

With over 30 years of professional sales experience, Jim brings a customer first approach to the Rubb sales team. As Sales Manager and Business Development Manager Jim is looking forward to expanding the Rubb brand to new markets. A graduate of UNH, Jim is an avid outdoorsman, native Mainer and has a pilot's and captain's license.



KEITH LORD, Service Manager | klord@rubbusa.com

Keith has received consistent customer praise for the attentive, customer-focused, high level of service that the Rubb Service Department delivers. From preventative maintenance inspections to emergency response, Keith is dedicated to making sure Rubb Service exceeds expectations.

I hope the above meets your approval and look forward to your feedback. If any further information is required, please feel free to contact me. We would welcome you to our factory in Maine for a tour and to meet our key personnel. Additionally, we would be happy to show you other Rubb installations around North America, or travel to meet with your team as needed to support the project.

We look forward to continuing discussions and being a reliable partner for this project.

Thank you,

Sean Hickey
Rubb Building Systems
207-608-9150 (cell)
shickey@rubbusa.com



SECTION 13121 – FRAME SUPPORTED MEMBRANE STRUCTURE

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawing and general provisions of Contract, including General and Supplementary Conditions and other Divisions and Specification Sections, apply to this Section.

1.2 SUMMARY

This Section specifies the furnishing and installation of a new state-of-the-art, replacement membrane cover system for the Rubb Building located at Berths 54-55. The "Supplier" herein refers to the awarded company which will design, manufacture, and install the described system. "Owner" or "Buyer" refers to the Port of Los Angeles.

This replacement cover system includes: the installation of new architectural PVC membrane cladding, replacement and installation of all new tensioning and sealing hardware, and replacement of new gutter & downspout system.

1.3 REFERENCES AND STANDARDS

- A. The following publications are for the standards listed below but referred to thereafter by basic letter designation only. They form a part of this specification to the extent referenced thereto use latest editions.

1. Local building code requirements

- a. 2015 International Building Code (IBC) w/ local amendments

2. American Society for Testing and Materials (ASTM):

- | | |
|----------|---|
| a. A 123 | Standard Specification for Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products |
| c. A 307 | Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength |
| d. A 500 | Standard Specifications for Cold Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes |
| e. A 563 | Carbon and Alloy Steel Nuts |

f. A 687 High-Strength Non-Headed Steel Bolts and Studs

3. American Society of Civil Engineers (ASCE):

a. ASCE 7-10 Minimum Design Loads for Building and Other Structures

4. National Fire Protection Association (NFPA):

a. 701 Standard Methods of Fire Tests for Flame Resistant Textiles and Films

1.4 GENERAL REQUIREMENTS

A. Scope:

1. This specification covers the design, manufacture, shipping and handling and installation of the new cover system.
2. The structure membrane shall be tensioned over the existing framework. There are door openings and other penetrations that must be accommodated by the Supplier. *(The Port will be responsible for disconnecting any items deemed necessary to facilitate safe installation including but not limited to: doors, signs, vents, etc, and will coordinate with selected Supplier.)*
3. The structure is rectangular in shape and consists of (2) clear span structures, linked at their long sides with a gutter & downspout system.
4. The side and gable walls of the structure are vertical. One gable end connects to an existing/different Port Structure. All work to this end is limited to exterior PVC sealing to the Other Structure's cladding via aluminum trim. Any existing roofing, drywall, stud, or woodwork is excluded from this contract.
5. The system shall replace all existing tensioning and sealing hardware while utilizing the existing steel frame system without modification.
6. The system shall replace the entire gutter and downspout system while utilizing the existing steel frame system without modification.

SECTION 13121 – FRAME SUPPORTED MEMBRANE STRUCTURE

1.5 DESIGN AND DIMENSION

A. Exterior Dimension: The existing frame structure has the following exterior dimensions:

1. Width: 190' +/- 8"
2. Length: 262' +/- 8"
3. Side Wall: 16'5" +/- 3"

B. Design Requirements – PVC Membrane Cover System

1. **Continuous, Weather Tight Membrane**: The structure membrane shall form a continuous, uninterrupted weather tight shell over the framework. The membrane material shall cover the entire roof and sidewall sections of the structure.
2. **Cladding Section Joints**: Adjacent PVC cladding sections shall be provided with a mechanical tensioning system. Proper gaps shall be maintained between sections to allow sufficient distance to enable full tensioning of the material.
3. **Overlap Seams**: The membrane system shall be designed such that the PVC cladding panels are supplied with overlap joints to allow adjacent panels to be field heat sealed together.
4. **Base Tensioning System**: The PVC cladding will be provided with a mechanical tensioning system that allows the PVC to be fully tensioned around the structure perimeter. The system will be designed such that the membrane can be tightly and neatly secured over the structural frame and such that the system has remaining range of adjustment.
5. **Membrane Seal at Openings and Base**: The Supplier will provide all materials and methods necessary to fully tension and seal the PVC membrane around all doors, ventilation and other openings as well as around the structure perimeter below the main tensioning system. This seal shall provide a neat finished appearance and eliminate any loose PVC cladding that could otherwise be damaged by flapping or abrasion.
6. **Design Safety Factor**: The PVC membrane shall be designed to the load combinations and strength reduction factors according to ASCE 55-10. For wind load cases, the net factor of safety is to be a minimum of 3:1 compared to the tensile strength of the membrane.

SECTION 13121 – FRAME SUPPORTED MEMBRANE STRUCTURE

1.6 OPERATION AND USE

A. The cover system shall be capable of being assembled, operated and dismantled in all ambient temperatures between -20°F and 120°F.

B. The fabric material shall be designed to withstand a maximum temperature of 150°F when stored in packing containers.

1.7 ENGINEERING DESIGN CRITERIA

1. Design Loads: The design shall be based, as a minimum, on the load cases listed in ASCE 7-10, chapter 2.

2. Responsible Design Experience: The design shall be undertaken and/or approved by a professional engineer with a minimum of ten years direct and substantial experience in the design and detailing of membrane clad, steel framed relocatable structures. Resume available upon request by Owner.

3. Original Structure Provider Review: The Supplier, as a condition of contract acceptance, agrees that upon Buyer's request, it will submit its design calculations to the original structure supplier to ensure compatibility with the structural frame (Rubb). The Supplier shall bear half of the reasonable cost of this review up to a maximum of three percent (3%) of the contract price. Deficiencies determined in the review shall be corrected at Supplier's expense. Disputes arising from this clause shall be resolved in accordance with the contract requirements related to dispute resolution.

1.8 MATERIALS

All materials used in the structure shall be new, without defects and free of repairs. The quality of the materials used shall be such that the structure is in conformance with the performance requirements specified herein.

A. Cladding Membrane: The structure shall be clad with a PVC coated polyester fabric manufactured by an approved and reputable supplier with demonstrated long term performance. Laminated PVC materials, Polyethylene/Polypropylene fabrics and other "poly tarp" materials are not deemed to be of sufficient quality to meet the design intent.

SECTION 13121 – FRAME SUPPORTED MEMBRANE STRUCTURE

The PVC coated membrane fabric shall be waterproof and free from defects. All roofs, end walls and connecting sections shall be weather tight. The material will be selected from the manufacturer's standard colors for the side walls and will be translucent white on the roof.

The material must be UV stabilized, flame retardant, and have life expectancy of 15 to 20 years. The minimum fabric specification is as follows:

Technical properties					
Yarn	1100 dtex PES HT				
Weight	28 oz/sqyd / 950 g/m ²				
Finish	Weldable PVDF outer surface				
Physical properties					
Strip tensile strength (warp/weft)	480/450 lbs / in			Cut strip method ASTM D751	
Tensile strength (warp/weft)	420/400 daN/5 cm			EN ISO 1421	
Trapezoid tear strength (warp/weft)	80/75 lbs			Trapezoid method ASTM D751	
Tear strength (warp/weft)	55/50 daN			DIN 53.363	
Adhesion	12.5 lb/in			ASTM D751-06	
Extreme working temperatures	- 60°F/+ 158°F			Tensioned and static	
Flame retardancy					
Rating	Pass / NFPA 701 • Pass / CSFM T19 • Pass / ASTM E-84 Class A				
> The technical data here above are average values with a +/-5% tolerance					
ADDITIONAL INFORMATION					
Coating thickness at the top of the yarns (warp/weft)	240 µm / 260 µm				
Elongation 24h under 11.2 lbs / in (warp/weft)	<1.2% / <1.2%			EN 15977	
Residual elongation after unloading (warp/weft)	<0.4% / <0.4%			EN 15977	
Micro organism resistance	Degree 0, excellent			ISO 846 Method A	
Low temperature bend test at -40°F	No cracks			ISO 4675	
Optical solar properties (EN 410)					
Color	8100 / white	2124 / sandstone	8001 / blue	8056 / green	2125 / dark grey
Transmission of visible light (Tv)	5	0	0	0	0
Reflection of visible light (Rv)	93	39	9	9	15
Solar factor (Fs)	10	17	21	24	23
Global thermal conductivity* - Vertical/Horizontal position					
Single membrane	U = 5.6 W/m ² /°C / U = 6.4 W/m ² /°C				

Acceptable membrane suppliers include: Seaman, Ferrari, Protan, and Mehler. Other PVC coated materials may be considered, however the membrane manufacturer must demonstrate a minimum of fifteen years successful field experience with provision of PVC coated polyester cladding in use on structures of the type contemplated in this specification.

SECTION 13121 – FRAME SUPPORTED MEMBRANE STRUCTURE**B. Hardware**

1. **Bolts:** Bolts subject to extreme stress and wear shall be structural bolts of grade A325 or equal. All other structural fasteners for interior use shall be zinc plated, hot dip galvanized or stainless steel. All bolts shall be installed and tightened per AISC Steel Manual Requirements. Those subject to removal or adjustment shall not be swaged, peened, staked or otherwise installed.
2. **Membrane Tensioning Hardware:** The fabric membrane shall be tensioned with load rated hardware which is hot dip galvanized so as to prevent corrosion. Tensioning hardware shall allow for full and free rotation at the connections so as to avoid fatigue failure of threaded assemblies.
3. **Other Fasteners:** Non-structural fasteners such as wood screws, tek screws, etc. shall be of standard commercial quality.
4. **Exterior Trim:** Battens or washers used for final seal of the PVC membrane shall be either hot dip galvanized, stainless steel for aluminum to resist corrosion. Fasteners used for exterior trim work shall be stainless steel, zinc plated or hot dip galvanized.

C. Workmanship: The workmanship of all materials and components of the cover system shall be of commercial standard quality commensurate with the functional requirements of the item. The basis for commercial quality standards shall be:

Rubb Building Systems
P.O. Box 711, 1 Rubb Lane
Sanford, ME 04073 USA

D. Supplier Qualifications: The Supplier shall be a reputable manufacturer; shall have a minimum of 30 years direct experience in the design, manufacture and installation of structures of the type specified herein; shall operate according to a comprehensive quality system and shall provide documentary evidence as follows:

SECTION 13121 – FRAME SUPPORTED MEMBRANE STRUCTURE

1. Provide three (3) references with “linked” structures with a central gutter & downspout system in use for at least ten (10) years or longer, which exceed one hundred (90’) foot clear span and which enclose in excess of 45,000 square feet.
2. It is required that the Supplier be integrated such that the design, engineering, fabrication, and installation supervision be done by the same company, to ensure total control and responsibility over the project.
3. Provide information of company experience, as well as engineering and installation capability which meet the above experience requirements.
4. Manufacturer must have permanent place of business located in North America.
5. **Provide evidence of ISO 9000 certification or comparable quality certification.**

E. Piece Marking and Identification: All individual parts or bundles and packages of identical parts are to be clearly marked or for identification or otherwise identified by clear installation procedures. Bolts and fasteners shall be packaged according to type, size and length. Loose nuts and washers shall be packaged according to size and type.

The shipping documents shall list showing the description, quantity and piece mark of the various parts, components and elements.

F. Material Delivery: The cover system materials shall be delivered to the project site during normal working hours on weekdays. Supplier’s installation team will provide adequate workmen and equipment to promptly unload, inspect and accept material delivery.

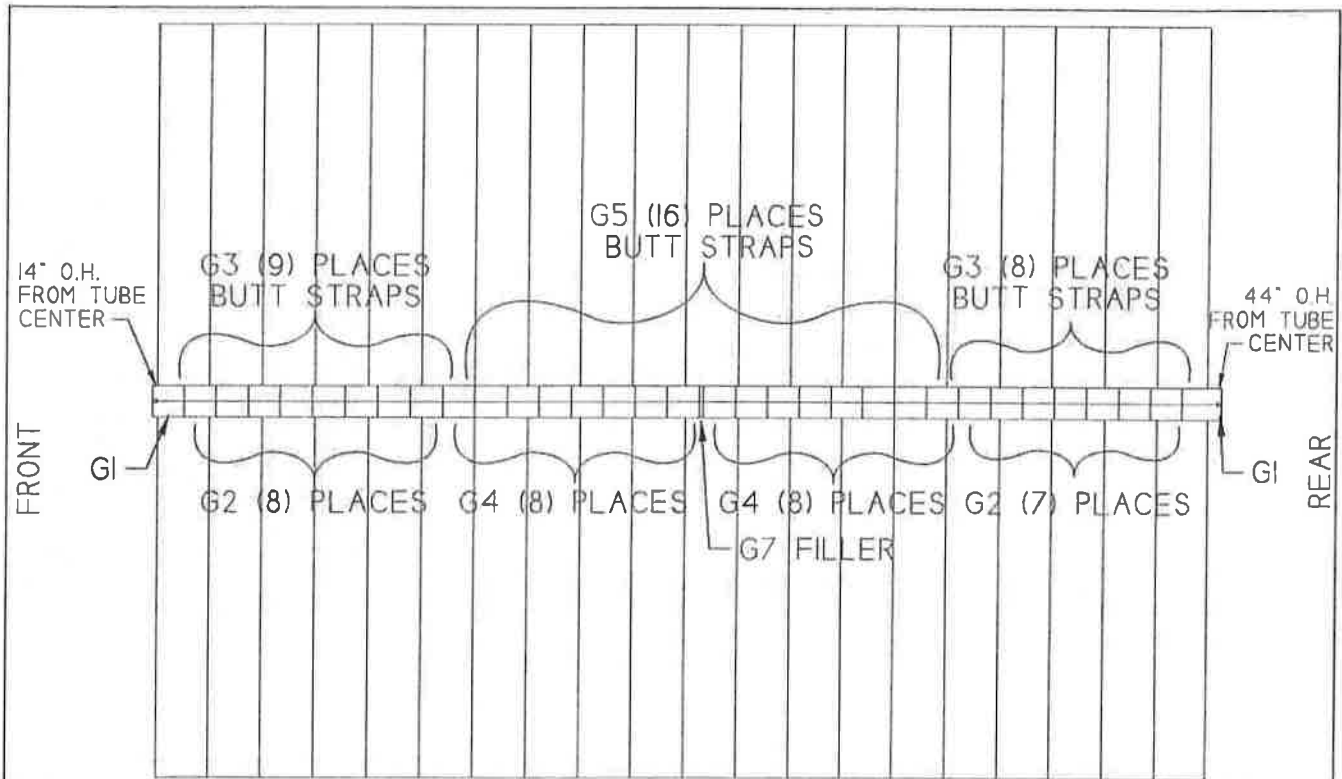
G. Handling: The Supplier’s installation team shall be responsible for unloading, field storage, protection and transfer to the work area of all materials and equipment required to perform work. At no time shall materials be dropped, thrown or dragged over the transport equipment or the ground. Damage to any piece under its own superimposed weight shall be cause for repair or replacement. Material shall be protected from standing water.

H. Short, Damaged or Excess Materials: Supplier’s installation team shall inspect, count and verify quantities based on the shipping documents

SECTION 13121 – FRAME SUPPORTED MEMBRANE STRUCTURE


1.9.1 Warranty

1. The Supplier shall include a five (5) year warranty which provides for 100% repair or replacement coverage including labor and materials for the initial first (1) year
2. The remaining term of the warranty can be based upon pro-rated coverage.
3. The supplier shall provide to the Owner with bid submission any extended warranty or service contract options that may be offered.

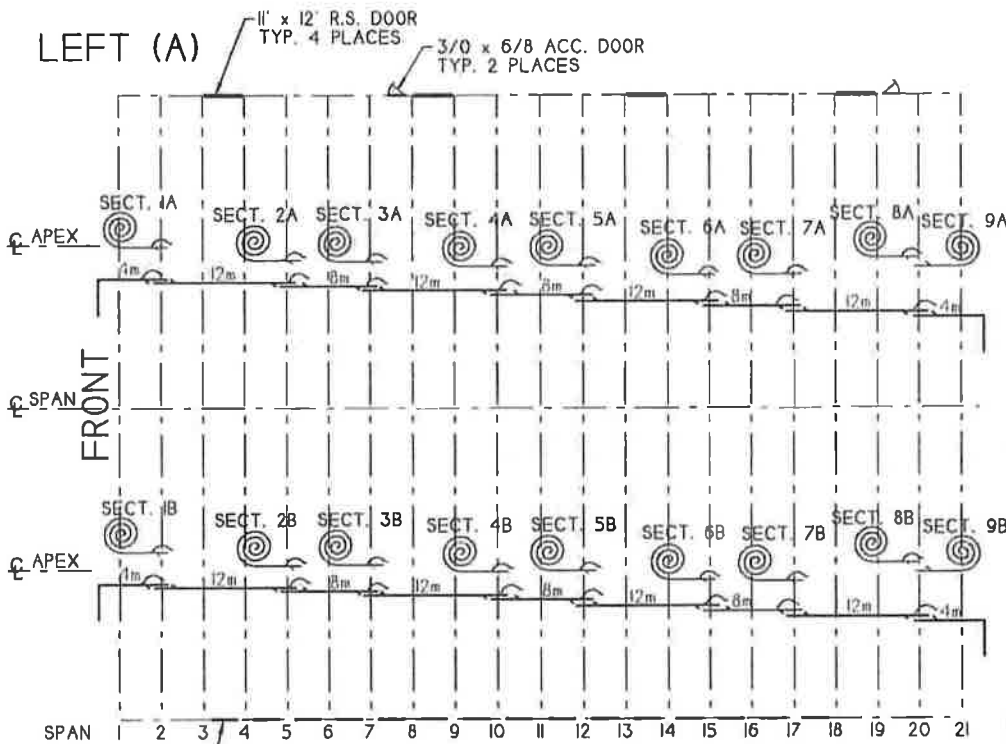


ITEM	QTY.	DESCRIPTION	DRAWING
G1	2	END DRAIN	23056
G2	15	MID SECTION 3/4" ELEVATION	23057
G3	17	BUTT STRAP 3/4" ELEVATION	23057
G4	16	MID SECTION 2 1/4" ELEVATION	23058
G5	16	BUTT STRAP 2 1/4" ELEVATION	23058
G6	1	1" FILLER 2 1/4" ELEVATION	23059
G7	1	40" FILLER 2 1/4" ELEVATION	23059

NOTE:
 1.) ITEM G6 TO BE USED TO ADJUST TO FIELD
 AS-BUILT CONDITIONS ONLY IF REQUIRED.

REV.	DESCRIPTION	DRAWN	APP.	DATE
We Cover The World  BUILDING SYSTEMS		29m BVE BI-LINK / 5m LEG GUTTER DETAILS GENERAL SHEET LAYOUT		
DRAWN	GLJ 1-15-93	SCALE	1 : 400	
APP.		JOB #	92094	
DATE		JOB NAME	PORT OF L.A.	
RUBB, INC. SANFORD MAINE 04073 TEL: 207-324-2877 FAX 207-324-2347				DRAWING NO. 23060

This drawing is the property of Rubb, Inc. and may not be reproduced or used for any manufacturing purpose without the express written consent of Rubb, Inc.



RIGHT (B)
9' x 10' R.S. DOOR
TYP. 15 PLACES

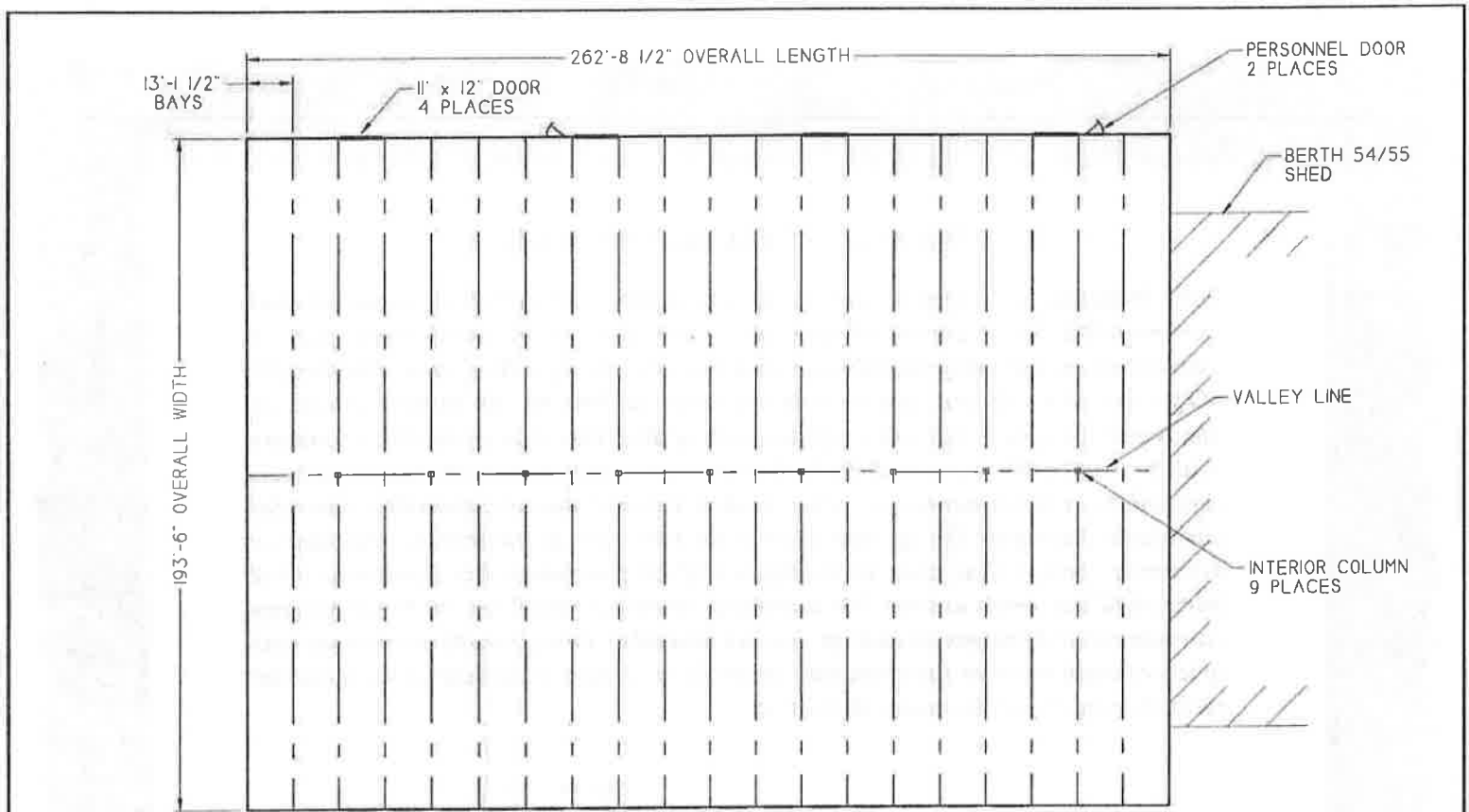
PLAN VIEW
PVC SCHEMATIC
SHEET LOCATIONS

NOTE:
POCKET DOWN IS TO THE FRONT
OF THE BUILDING

LEFT			
SECT.	SIZE	DESCRIPTION	DRAWING
1A	4m	TOP END P.D.	23008
2A	12m	MID w/ R.S. DOOR	22996
3A	8m	MID	23007
4A	12m	MID w/ R.S. & ACC. DOORS	23019
5A	8m	MID	23007
6A	12m	MID w/ R.S. DOOR	22996
7A	8m	MID	23007
8A	12m	MID w/ R.S. & ACC. DOORS	23020
9A	4m	TOP END P.U.	23021


RIGHT			
SECT.	SIZE	DESCRIPTION	DRAWING
1B	4m	TOP END P.D.	23018
2B	12m	MID w/ 2 R.S. DOORS	23010
3B	8m	MID w/ 2 R.S. DOORS	23022
4B	12m	MID w/ 3 R.S. DOORS	23023
5B	8m	MID w/ 2 R.S. DOORS	23022
6B	12m	MID w/ 3 R.S. DOORS	23023
7B	8m	MID w/ 2 R.S. DOORS	23022
8B	12m	MID w/ 1 R.S. DOOR	23024
9B	4m	TOP END P.U.	23025

REV.	DESCRIPTION	DRAWN	APP.	DATE
	We Cover The World RUBB BUILDING SYSTEMS			
	TITLE 29m BVE BI-LINK / 5m LEG PVC SCHEMATIC			
DRAWN	JTT 12/31/92	SCALE	1 : 400	This drawing is the property of Rubb, Inc. and may not be reproduced or used for any manufacturing purpose without the express written consent of Rubb, Inc.
APP.		JOB #	92094	
DATE		JOB NAME	PORT OF L.A.	
RUBB, INC. SANFORD MAINE 04073 TEL: 207-324-2877 FAX 207-324-2347				DRAWING NO. 23012 (BVE-12)



9' x 10' DOOR
15 PLACES

PLAN VIEW

REV.	DESCRIPTION	DRAWN	APP.	DATE
We Cover The World  BUILDING SYSTEMS		TITLE 29m BVE / 5m LEG PLAN VIEW		
DRAWN	GLJ 10-6-98	SCALE	1 : 500	
APP.		JOB #	92094	
DATE		JOB NAME	PORT OF LA	
RUBB, INC. SANFORD MAINE 04073 TEL: 207-324-2877 FAX 207-324-2347				DRAWING NO. 31448

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RUBB INC. STANDARD WARRANTY

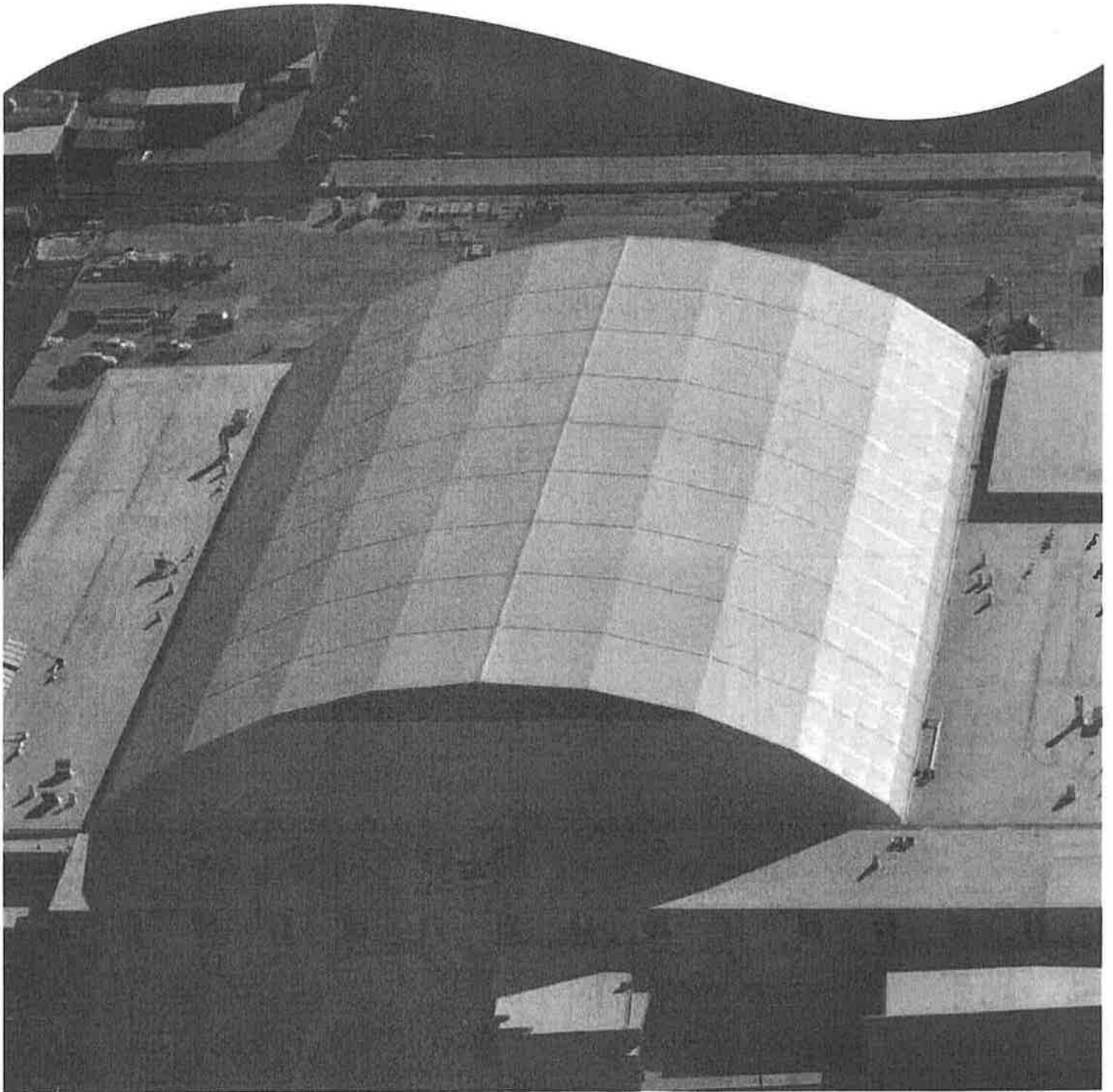
Rubb buildings and shelters are warranted against all defects in material and workmanship for a period of one year from date of delivery. Rubb further warrants the cladding membrane on a pro rata basis for five years. The specific obligation of Rubb Inc. under this warranty is limited, at Rubb's option, to allowance for credit, repair or replacement of defective materials. This warranty shall be void in the event that the building or its component materials have been exposed to environmental or other factors beyond stated capability, harmful chemicals, falling or flying objects, or if the structure is incorrectly installed or anchored. Acts of God, war, or negligence of the purchaser, his agent or a third party shall also serve to void this warranty. Rubb Inc. shall not be liable for any consequential damages including, but not limited to, loss of profits or revenue, loss of use of equipment or facilities due in whole or in part to defects in the material or workmanship of the covered product.



David C. Nickerson VP/GM

PRECONTRAIN

932



 **RUBB**
Building Systems

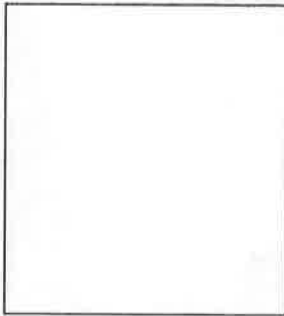
| **Serge Ferrari** 

PRECONSTRAINT

932



White



White

932-8100



Sandstone

932-2124



Blue

932-8001



Green

932-8056



Brown

932-2130



Dark Grey

932-2125

Custom colors can be sourced

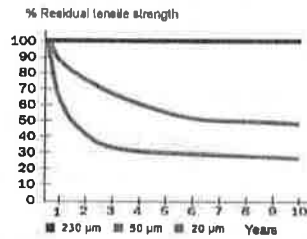
■ The exclusive Serge Ferrari® Preconstraint technology

The worldwide patented Serge Ferrari® Preconstraint technology places the base-cloth textile under bi-directional tension during the complete manufacturing process.

	<p>Preconstraint textiles respect the weft yarn direction, which remains identical from batch to batch.</p>		<p>Conventional coated fabrics exhibit considerable deformation in the weft yarns and greater variance between product batches.</p>
	<p>Preconstraint textiles have very low crimp or surface "waviness" in both warp and weft directions resulting in a far smoother surface.</p>		<p>High levels of crimp found in conventional coated fabrics result in a more uneven surface appearance and texture.</p>
	<p>More protection against UV/Pollution/Abrasion 240 µm - Protective layer</p> <p>Preconstraint Type II - 28 oz/sqyd</p>		<p>Less protection against UV/Pollution/Abrasion 80 µm - Protective layer</p> <p>Conventional coated textile Type II - 28 oz/sqyd</p>

■ Proven longevity

The thicker surface coating of Preconstraint textiles provides greater protection to the base cloth and much higher mechanical resistance characteristics over time – critical to the lifespan of your installations.



An independent ENKA study conducted annually over 10 years in Florida compared the residual strength of 3 fabrics with differing coating thicknesses exposed to normal conditions. The graph dramatically demonstrates the benefits of thicker coatings on the residual strength of the fabric.

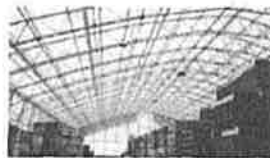
Serge Ferrari project samples



Airbus hangar - 1982
Germany - Preconstraint 1302
Tensile resistance after 22 years:
Warp 97% - Weft 84%



Exhibition hall - 1982
Port-Gentil, Gabon - Preconstraint 1302
Tensile resistance after 18 years:
Warp 86% - Weft 76%



Warehouse - 1989
France - Preconstraint 832
Tensile resistance after 20 years:
Warp 81% - Weft 86%

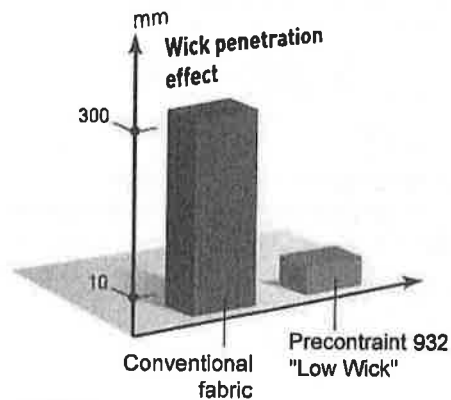


School covered playground - 1994
New Zealand - Preconstraint 702
Tensile resistance after 14 years:
Warp 86% - Weft 98%

■ "Low Wick" thread treatment

The high-tenacity polyester threads are protected with "Low Wick" (anti-capillarity treatment) at the Serge Ferrari Group's spinning facility. This treatment prevents moisture rising up the threads, mainly from the exposed edge of the weld.

This results in a far better membrane appearance due to uniform translucency.



■ Dimensional stability

<p>Préconstraint® textile Under tension for 100 hours</p> <p>BEFORE DURING AFTER</p> <p>Without load</p> <p>200 daN/m</p>	<p>Conventional coated textile Under tension for 100 hours</p> <p>BEFORE DURING AFTER</p> <p>2.5 % residual elongation</p> <p>1.4 % residual elongation</p> <p>Without load</p> <p>200 daN/m</p>
--	---

Serge Ferrari® Preconstraint technology ensures significant reduction in the creep phenomenon, which is 3 to 4 times higher for conventional fabrics.

Elongation in the weft direction under a 11.2 lbs/in (200 daN/m) load over a period of 100 hours. Then residual elongation without load.

PRECONSTRAINT

932

Technical properties	Preconstraint 932	
Yarn	1100 dtex PES HT	
Weight	28 oz/sqyd / 950 g/m ²	
Finish	Weldable PVDF outer surface	
Physical properties		
Strip tensile strength (warp/weft)	480/450 lbs / in	Cut strip method ASTM D751
Tensile strength (warp/weft)	420/400 daN/5 cm	EN ISO 1421
Trapezoid tear strength (warp/weft)	80/75 lbs	Trapezoid method ASTM D751
Tear strength (warp/weft)	55/50 daN	DIN 53.363
Adhesion	12.5 lb/in	ASTM D751-06
Extreme working temperatures	- 60°F/+158°F	Tensioned and static
Flame retardancy		
Rating	Pass / NFPA 701 • Pass / CSFM T19 • Pass / ASTM E-84 Class A	

• The technical data here above are average values with a +/-5% tolerance

ADDITIONAL INFORMATION

Coating thickness at the top of the yarns (warp/weft)	240 µm / 260 µm				
Elongation 24h under 11.2 lbs / in (warp/weft)	<1.2% / <1.2%	EN 15977			
Residual elongation after unloading (warp/weft)	<0.4% / <0.4%	EN 15977			
Micro organism resistance	Degree 0, excellent	ISO 846 Method A			
Low temperature bend test at -40°F	No cracks	ISO 4675			
Optical solar properties (EN 410)					
Color	8100 / white	2124 / sandstone	8001 / blue	8056 / green	2125 / dark grey
Transmission of visible light (Tv)	5	0	0	0	0
Reflection of visible light (Rv)	93	39	9	9	15
Solar factor (Fs)	10	17	21	24	23
Global thermal conductivity* - Vertical/Horizontal position					
Single membrane	U = 5.6 W/m ² /°C / U = 6.4 W/m ² /°C				
Acoustical weakening index					
	Rw 13 dBA +/- 1 dBA			ISO 717	

Environmental Impact: LCA (Life Cycle Assessment) of 1m² Preconstraint 932

End-of-life scenarios	Texyloop® Recycling	Incineration	Landfill	ISO 14041-14044
Global warming	2.33	4.23	3.65	Kilograms eq.CO ²
Energy consumption	59.1	95.5	95.5	Megajoul eq.
Water consumption	149	310	309	Litre

Management systems

Quality	ISO 9001
---------	----------

Certifications, labels, guarantees **, recycling



LEED Criteria contribution:

- Solar reflectance Index > 90% (White color): Heat Island effect - NON ROOF (up to 2 points) / ROOF (up to 1 point)
- 100% recyclable via TEXYLOOP: Innovation & design - IDC 1 (up to 1 point)

LCA: Life Cycle Assessment shows that TEXYLOOP recycling reduces approximately 50% of the environmental impact of the product.

LCA and LEED reports available on request

• The additional information here above are given as an indication in order to allow our customers to make the best use of our products. Our products are subjects to evolutions due to technical progress, we remain entitled to modify the characteristics of our products at any time. The buyer of our products is responsible to check that the here above data is still valid.

* This data is obtained by calculation through simulations of the average conditions of use, these values must be considered as approximation.

**Warranty: Please refer to the text of our warranty. The warranty is valid only after confirmation on case-by-case basis of warranty application. The warranty will not apply to mobile structures. The buyer of our products is fully responsible for their application of their transformation concerning any possible third party. The buyer of our products is responsible for their implementation and installation according to the standards, use and customs and safety rules of the countries where they are used.

> TEXYLOOP®

- The Serge Ferrari operational recycling chain
- Valuable secondary raw materials compatible with multi-applications
- A quantified response to natural resources depletion

www.texyloop.com

RUBB
Building Systems

RUBB Building Systems
1 Rubb Lane
Sanford, ME 04073
USA
• t 800-289-7822
• t 207-324-2877
• info@rubbusa.com
www.rubbusa.com

Serge Ferrari

www.sergeferrari.com



May 29, 2020

Port of Los Angeles
Rubb Building Re-cover Project

RUBB, INC.
One Rubb Lane
Sanford, ME 04073
Tel: 207-324-2877
Fax: 207-324-2347
Web: www.rubbusa.com
E-mail: info@rubbusa.com

To Whom it May Concern:

The purpose of this letter is to confirm why we believe that it is in the Port's best interest to utilize Rubb, Inc. to provide and install a new cover for the existing Rubb structure at the Port. The structure was originally designed, fabricated, and erected by Rubb for Stevedoring Services of America nearly twenty eight years ago with completion in early 1993.

- Going with Rubb, the original equipment designer and manufacturer will minimize the Port's risk, ensure the project schedule is met in 2020 and that there are no cost overruns.
- Rubb is intimately familiar with the structure, with many personnel involved with project still with Rubb today, including Chief Engineer (Gary Sutryn) and Lead Estimator (Glen Jackson). The engineering design of the structure and the means with which the membrane forces interact with the frame system is essential to the safe use of the structure. If an alternative supplier affixes a new membrane incorrectly this can have adverse structural consequences.
- Our product quality is known, with a proven life span at the Port. This is due to proper choices in provision of materials and correct design and engineering. We pride ourselves on taking care of our customers and being fair & reasonable.
- Rubb's standard architectural membrane material is custom made for Rubb by Serge Ferrari. This material offers fire performance advantages and longevity ensured by proper compounding and top finishes. No other company uses this material, as it is made only for Rubb. Other membranes are available but typically with lesser performance/longevity, or higher price.
- Rubb will be self-performing the entire work, including installation, with our highly experienced and trained personnel.
- There is no standard in the fabric building industry for membrane attachment. Any other company will have to adjust their typical design and attachment techniques to fit the existing framework. This will be time consuming, costly, and fraught with risk of error and possible structural compromise as outlined above.
- Other suppliers will need to view the site in person to inspect the structure and attachment method and do substantial design/engineering work. Rubb has the design work and production drawings done and ready to fabricate.



Sourcewell
Partnership N2PA

Awarded Contract

Contract # 001019-RUBB

excellence in engineering

If any further information is required, please feel free to contact me.

We look forward to continuing discussions with you and being a reliable partner for this project.

Thank you,



Sean Hickey
Rubb Building Systems
207-608-9150 (cell)
shickey@rubbusa.com

**HARBOR DEPARTMENT
PURCHASING AWARD APPROVAL**

Date: 7/13/20 **Procurement Analyst:** J. Benitez

RFB No.: F-1089 **Requisition No.:** G-20-144 (64431)

Awarded To: RUBB Inc ., (dba Rubb Buidling Systems)

Description: New Membrane Cladding for Rubb Structure

Annual Contract (YPO) No. _____

One-Time Purchase Order No. 39931

Awarded Amount: \$ 501,269.00

Bid Transmittal Attached

No. of Awards from RFB: _____

Item #'s on this Award: _____

REASON FOR AWARD:

1. Lowest Bidder and Complying with Specifications
2. Lowest Bidder Complying with Specifications (award away from lowest bidder)
3. Lowest Bidder as a Whole
4. Only Bidder and Complying with Specifications (single or sole source)
5. Only Complete Bidder
6. Sole Source / Negotiated Award (see Comments)
7. One of _____ Equally Low Bidders
8. Lowest Bidder Due to More Favorable Cash Discount Terms
9. Lowest Bidder due to Application of Small Business Preference
9a. Amount of "SLB" Price Preference \$ _____
10. Lowest Bidder due to Application of Local Business Preference
10a. Amount of "LBPP" Price Preference \$ _____
11. Cooperative Purchase Agreement


Comments: PO awarded to Rubb Inc., based on being lowest bidder and complying with specification. No other known equivalent or alternate source at this time. AdminCode: sect 10.15 a.2.

Bidder Protest Submitted: Yes No If yes, attach explanation and related documents.

REQUIREMENTS:

- NO Union Notification
- NO Charter 1022
- YES Insurance Required (see attached)
- NO Small Business Preference
- NO Local Business Preference
- NO CEC Form 55
- NO BTRC No. 0003192522
- NO Grant Funded

APPROVAL:

- _____ Procurement Analyst
-  Procurement Supervisor
- _____ Director of Contracts & Purchasing
- _____ Deputy Executive Director
- _____ Executive Director
- _____ City Attorney
- _____ Board Approval
- _____ City Council Approval



APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION

Registration Information

Type: New

Period: August 5, 2020 – June 30, 2021

Contractor Information

Contractor Name: Rubb, Inc.

Trade Name: Rubb Building Systems

License Type Number: PW-LR-1000654682

Contractor Physical Address

Physical Business Country: United States of America

Physical Business City/ Province: Sanford

Physical Business Address: One Rubb Lane

Physical Business State: ME

Physical Business Postal Code: 04073

Contractor Mailing Address

Mailing Business Country:

Mailing Business City/ Province:

Mailing Business Address:

Mailing Business State:

Mailing Business Postal Code:

Contact Info

Daytime Phone:

Daytime Phone Ext.:

Mobile Phone:

Business Email: jberard@rubbusa.com

Applicant's Email: jberard@rubbusa.com



NATIONAL CENTER FOR HEALTH STATISTICS STATISTICAL CENTER FOR HEALTH DATA

Administrative Information

Form No. 100-101 (Rev. 1-6-60)

Identification of Report

1. Title of Report
2. Author(s)
3. Agency or Organization

Classification of Report

1. Report Number
2. Date of Report

Classification of Abstract

1. Abstract Number
2. Date of Abstract

Comments

1. Remarks
2. Remarks

Workers' Compensation

Professional Employer Organization (PEO)

Do you lease employees through Professional Employer Organization? No

Workers' Compensation Overview

Insured by carrier

Carrier: Liberty Mutual

Inception Date: August 15, 2019

Policyholder Name: Rubb, Inc.

Expiration Date: August 15, 2020

Policy Number: WC7-1111-261977-099

Certification

Yes I certify that I do not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award

Yes I certify that the contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

Yes I certify that one of the following is true: (1) I am licensed by the Contractors State License Board (CSLB) in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code; or (2) my business or trade is not subject to licensing by the CSLB.

I understand refunds are not authorized

I, Jackie M Berard, the undersigned, am , Rubb, Inc. with the authority to act for and on behalf of the above named contractor. I certify under penalty of perjury that all of the above information provided is true and correct. I further acknowledge that any untruthful information provided in this application could result in the certification being canceled.

I certify this on: 8/5/2020 11:09:53 AM

Legal Entity Information

Legal Entity Type: Corporation

Name: Rubb, Inc.

MEMORANDUM FOR THE RECORD

DATE: 8/2/04

TO: [Illegible]

FROM: [Illegible]

SUBJECT: [Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible paragraph of text]

[Illegible paragraph of text]

[Illegible paragraph of text]

[Illegible]

[Illegible paragraph of text]

[Illegible]

[Illegible]

[Illegible]

[Illegible]