

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

BID NO. F-1178 Page 1
Show this number on envelope

Contract No. 40020

1. COMPLETE CONTRACT

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

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

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

3. AMOUNT TO BE PAID

The City agrees to pay the contractor for the goods or services in the manner described in the paragraph entitled "PAYMENTS" on the reverse side of this form. 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: La Mirada, California ON THE 15th DAY OF August, 2023
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name JT Thorpe Industrial, Inc. dba Liberty Industrial Group

Phone (480) 568-7007 Fax (480) 568-7008

Address 205 S. 29th St, Phoenix, AZ 85034

Street City State Zip

Signature Michael L Mackey Printed Name Michael L Mackey Printed Title Vice President

Signature Printed Name Printed Title (AFFIX CORPORATE SEAL HERE)
(Approved Corporate Signature Method)

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

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

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

County of _____
State of _____ S.S.
Subscribed and sworn this date _____, 2023

2nd Page

Notary Seal Signature

In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below.

By _____
Executive Director Harbor Department

Date

Approved as to form and legality
Sept. 5, 2023

City Attorney

BY Deborah J. Jones
Deputy

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


State of California
County of Los Angeles)

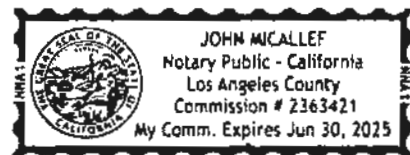
On 08/15/2023 before me, John Micallef, Notary Public
(insert name and title of the officer)

personally appeared Michael L Mickley
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





August 7, 2023

CERTIFICATE OF RESOLUTION

RESOLVED;

The following individuals are authorized to negotiate and sign contracts on behalf of JT Thorpe Industrial Inc. up to the following limits:

OFFICER	TITLE	LIMIT
Robert Prinz	President	\$10,000,000
Michael Mickley	Vice President	\$5,000,000
Edward Jarmin	Vice President	\$5,000,000

Approval above the limits provided above requires parent company approval for amounts above \$10,000,000 and the approval of the President of JT Thorpe Industrial, Inc. for amount in excess of \$5,000,000 but less than \$10,000,000. The undersigned as Secretary and Treasurer of Terra Millennium Corporation does hereby certify the above provided information.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Mark Hauber', is written over a light blue horizontal line.

Mark Hauber
Chief Financial Officer & Secretary
Terra Millennium Corporation

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1178

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
2:00 P.M.
AUGUST 18, 2023**

Buyer: Jacquelyn L. Estrada, Procurement Analyst
Email: JEstrada@portla.org

**BIDS WILL BE PUBLICLY
OPENED**

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

BIDS are requested for the annual requirements of the Los Angeles Harbor Department ("City" or "Department") for **SCAFFOLDING, RENTAL AND RELATED SERVICES**, to be furnished and delivered as may be required during a one-year period from the date of execution of this document ("Contract", "Agreement", "Order"), with two optional one-year renewal periods.

SCAFFOLDING RENTAL: Bidder ("Contractor", "Supplier" or "Vendor") shall provide all related items for the delivery, erecting, dismantling, and rental of scaffolding including but not limited to: Sectional, tube and clamp, and systems scaffolding, rolling tower, trench shoring, power swing, and seating products.

PRICES TO INCLUDE ALL CHARGES AND FEES EXCLUDING SALES TAX.

PRORATION: Unless otherwise quoted under RENTAL PERIOD below, a 28-day minimum (one month) rental period is required. However, the City may elect to rent scaffolding and related equipment for a period less than 28 days. The City will provide the contractor with an estimate of the time period that scaffolding will be required for purposes of a rental quote.

Should any unit be rented for a period less than the Monthly Rental Period, the rental rate for that period shall be prorated at 1/[Monthly Rental Period] (one day) of the 4-week (monthly) rental rate for each day less than four (4) weeks.

Conversely, should any unit be rented for a period in excess of any four (4) week (one month) increment, the rental rate for that period shall be prorated at 1/[Monthly Rental Period] of the four (4) weeks' rate for each day above any four (4) week period.

Monthly Rate: Rental rates shall be "Monthly". Monthly Rate is equivalent to a Four (4) Week Period or the quoted Monthly Rental Period. Rental rate shall be all-inclusive. Any exception shall be noted by vendor.

REQ. NO.: E-23-0087
NOTIFY: P. Hazelett
JLE 072823
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BIDDER MUST SIGN THIS BID ON PAGE 1. WET SIGNATURES REQUIRED.

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BID NO. F-1178
(SHOW THIS NUMBER ON ENVELOPE)

1. **LABOR.** Rates for services, shall include, but not be limited to: complete erection/dismantle, clean-up worksite, each trip, and miscellaneous related work, as required. Per-Hour labor rates shall apply to on-site work only.

A. Classification: Journeyman

Straight time, per hour:	<u>\$ 102.00</u>
Minimum Hours Billed:	<u>4</u>
Regular Business Hours:	<u>8 hour shift Monday - Friday</u>
Overtime, per hour (Weekdays):	<u>\$130.00</u>
Minimum Hours Billed:	<u>1</u>
Overtime, per hour (Saturdays):	<u>\$130.00</u>
Minimum Hours Billed:	<u>4</u>
Overtime, per hour (Sundays):	<u>\$158.00</u>
Minimum Hours Billed:	<u>4</u>
Overtime, per hour (Holidays):	<u>\$158.00</u>
Minimum Hours Billed:	<u>4</u>

B. Classification: Foreman

Straight time, per hour:	<u>\$109.00</u>
Minimum Hours Billed:	<u>4</u>
Regular Business Hours:	<u>8 hour shift Monday - Friday</u>
Overtime, per hour (Weekdays):	<u>\$ 138.00</u>
Minimum Hours Billed:	<u>1</u>
Overtime, per hour (Saturdays):	<u>\$138.00</u>
Minimum Hours Billed:	<u>4</u>
Overtime, per hour (Sundays):	<u>\$ 170.00</u>
Minimum Hours Billed:	<u>4</u>
Overtime, per hour (Holidays):	<u>\$ 170.00</u>
Minimum Hours Billed:	<u>4</u>

C. Classification: Apprentice

Straight time, per hour:	<u>\$ 80.00</u>
Minimum Hours Billed:	<u>4</u>
Regular Business Hours:	<u>8 hour shift Monday - Friday</u>
Overtime, per hour (Weekdays):	<u>\$ 105.00</u>
Minimum Hours Billed:	<u>1</u>
Overtime, per hour (Saturdays):	<u>\$ 105.00</u>
Minimum Hours Billed:	<u>4</u>
Overtime, per hour (Sundays):	<u>\$ 130.00</u>
Minimum Hours Billed:	<u>4</u>
Overtime, per hour (Holidays):	<u>\$ 130.00</u>
Minimum Hours Billed:	<u>4</u>

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Normally, the Harbor Department will provide off-load and/or re-load assistance. If the Harbor Department is unable to provide off-load or re-load assistance at job site, bidder shall state off-loading/re-loading labor rates:

- D. Off-Loading / Re-Loading Labor Rates
- i. Per Straight-Time Hour \$ 102.00
- ii. Per Overtime Hour \$ 130.00

2. DELIVERY AND PICK-UP FEES.

Delivery and Pick-Up Fees, if any, will be charged at the following rates:

- A. Delivery and Pick-Up of Scaffolding Materials, Small Load
Load Size Under 10,000 Lbs.
Total, Each Way, Per Load: Included \$ 150.00
- B. Delivery and Pick-Up of Scaffolding Materials, Large Load
Load Size Over 40,000 Lbs.
Total, Each Way, Per Load: Included \$ 600.00

3. THIRD-PARTY EQUIPMENT RENTAL FEES.

Costs to the vendor for the rental of equipment from third parties, if any, will be charged at the rate of:

Vendor cost plus a mark-up of: 10 % N/A

4. REPLACEMENT SCAFFOLDING PARTS.

List or Vendor cost +/- a discount mark-up of: 25 %

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

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

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BIDDER'S INSTRUCTIONS

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

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

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

ADDENDA. From time to time, the Harbor Department may deem it necessary to issue an addendum(a) to modify or cancel a Bid Request. Such addendum(a) will be available on the Port of Los Angeles internet website at <https://www.portoflosangeles.org/business/contracting-opportunities/purchasing-bids> and the Regional Alliance Marketplace for Procurement (RAMP) at <https://www.rampla.org/s/>. It is the responsibility of the bidder to be aware of, and respond to, any such addendum(a) before the deadline of the applicable bid request. Failure to do so may deem the bid non-responsive.

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

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, power and internet outages, traffic congestion, security measures and/or events in or around the Port of Los Angeles, may lengthen the amount of time necessary to deliver the bid, whether the bid is submitted in person or by mail.

PRE-AWARD CONFERENCE. Prior to award of contract, the successful bidder may 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 ensure successful administration of the contract.

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

BID RECAPS. Bid recaps, with a summary of all bids received, will be posted to the following website within two weeks of the bid closing date: <https://www.portoflosangeles.org/business/contracting-opportunities/purchasing-bids>

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AWARD OF CONTRACT. Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the bidder. The City may make combined award of all items complete to one bidder or may award separate items to various bidders. Bidders may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. **The right is reserved to reject any, or all, bids and to waive informality in bids.**

CLAUSES/SPECIFICATIONS PARTICULAR TO MATERIAL, EQUIPMENT, SERVICE

CONTRACTOR CONTACT INFORMATION FOR CONTRACT ISSUES:

Contact Person: Mike Mickley
Title: Vice President
Telephone: (435) 922-1390
Email Address: Mike.Mickley@JTThorpe.com

CONTRACTOR CONTACT INFORMATION FOR ORDERS/SERVICE:

Contact Person: Thomas Prinz
Title: Construction Manager
Telephone: 609.233.0033
Fax: (480) 568-7008
Email Address: Thomas.Prinz@JTThorpe.com
24-Hour Contact Phone: 310.809.9853

BUSINESS HOURS.

Contractor to indicate business hours:

Monday-Friday: 6:00 A.M. to 4:30 P.M.

Saturday: _____ A.M. to _____ P.M. Closed

Sunday: _____ A.M. to _____ P.M. Closed

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UNION HOLIDAYS. New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, the Monday following the above holidays when falling on a Sunday, the Friday preceding Christmas and New Year's Day when falling on a Saturday.

LABOR DEFINITIONS.

"Straight Time" Monday through Friday from 6:00 AM to 4:30 PM
Minimum Hours Charged: 4

"Overtime" Work performed on Saturdays or Sundays, or from Monday-Friday in excess of eight (8) hours, or between the hours of: 4:31 PM and 5:59 AM
Minimum Hours Charged: 4

"Holiday Pay" Work performed on Holidays will be paid at the rate of: Two times the Straight Time rate.
Minimum Hours Charged: 4

RENTAL PERIOD.

Vendor to indicate minimum rental period, if any: 28 Days N/A

Monthly Rental Fees will be assessed based on a Monthly Rental Period of 28 Days

CONTRACTOR'S LICENSE. In accordance with Section 7028.15 of the Business and Professions Code, bidder must provide the following information. A valid, active license must be maintained for the duration of the Contract.

Contractor's License No.: 999648
Class: C-2 C61/D39 Expiration Date: 1/31/2025

WARRANTY. Terms of warranty on new materials offered. Free PARTS AND SERVICE (LABOR) for defective materials and workmanship for the following time period after goods and/or work have been accepted: N/A

Materials: 90 Days Labor: 90 Days

Please attach additional warranty terms with bid, if applicable.

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HARBOR DEPARTMENT

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VENDOR'S YARD.

COMPANY/SITE NAME: JT Thorpe Industrial

ADDRESS: 14540 Alondra Blvd
La Mirada, CA 90638

HOURS: Monday - Friday 6:00 am to 4:30pm

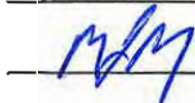
ONSITE SUPERVISION. Contractor is required to have a Supervisor on-site at all times during the erection and dismantling of scaffolding.

PORTAL TO PORTAL. Please indicate if set-up labor time includes portal to portal transportation to:
Port of Los Angeles
Wilmington, CA 90744 or San Pedro, CA 90731

- YES, TRANSPORTATION IS INCLUDED
 NO, TRANSPORTATION IS NOT INCLUDED

TWIC CARD. Contractor must ensure that any of its employees performing work under this contract in and around Port property procure and maintain a Transportation Worker Identification Credential (TWIC) card, as may be required. The card is to be purchased and maintained at Contractor's expense. TWIC enrollment details can be found at www.tsa.gov/for-industry/twic or by phone at (855) 347-8371.

INITIAL HERE ACKNOWLEDGING TWIC REQUIREMENT:

 (initial)

UTILITIES. Unless otherwise specified, the contractor will be responsible for all utilities.

JOB ESTIMATES. A written estimate is required to be submitted to the Construction and Maintenance Division designated project manager for all projects. Such estimate is to include a breakdown of material and labor hours required. The estimate must be approved by a Construction and Maintenance Division manager and a Sub-purchase Order Number provided prior to the commencement of work.

ESTIMATES. Vendor is to provide an estimate within Twenty-Four (24) hours of a request for quote for service. All estimates provided by the vendor must include, but not be limited to, a detailed job breakdown indicating: materials (rental rates), quantities, labor hours, and miscellaneous supplies. All estimates will be subject to the approval of a Construction and Maintenance manager. Any changes to

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CITY OF LOS ANGELES
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the original estimate must be submitted in writing and approved by a Construction and Maintenance manager. In the event that an estimate is considered excessive, the Harbor Department reserves the right to purchase materials and/or services off contract.

INVOICES. All invoices provided by the vendor must include, but not be limited to, a detailed job breakdown indicating materials, quantities, labor hours, and miscellaneous hardware/supplies referencing applicable rates in the purchase order.

WORKSHEETS. Bidder must complete the two (2) Worksheets showing **net** prices to the City of Los Angeles Harbor Department. The Worksheets are for evaluation purposes only and are not intended to be exhaustive or restrictive of the equipment rented under this Contract. Failure to complete and return the Worksheets with the bid will void bid.

WORKSHEET NO. 1. See Attachment.

WORKSHEET NO. 2. (Following) All prices quoted should conform to Harbor Department Specifications and incorporate the rental rates and labor rates as quoted in this bid. Bids not complying with prices quoted herein may be rejected. Prices quoted shall include, but not be limited to, materials, supplies, labor and delivery.

The following are four (4) examples of various scaffolding jobs that may be required by the Harbor Department. Please provide quotes for these jobs.

1. ROLLING TOWER WITH ONE (1) DECK USING SYSTEM SCAFFOLD, 6' X 6' X 18'H

Equipment rental, one (1) month	Total	\$ <u>60.00</u>
Delivery/pick-up charge, if any	Total both ways	\$ <u>300</u>
Other, please specify	Total	\$ _____
<hr/>		
	Materials Total =	\$ <u>360.00</u>
Labor, estimated number of regular hours to complete job		<u>16</u>
Labor rate	Per hour	\$ <u>102.00</u>
	Labor Total =	\$ <u>1,632.00</u>
	Job Total (Labor + Materials)	\$ <u>1,992.00</u>

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2. STATIONARY TOWER WITH ONE DECK, TUBE & CLAMP 6' X 6' X 18H

Equipment rental, three (3) weeks Total \$ 60.00

Delivery/pick-up charge, if any Total both ways \$ 300.00

Other, please specify Total \$ _____

Materials Total = \$ 360.00

Labor, estimated number of regular hours to complete job 16

Labor rate Per hour \$ 102.00

Labor Total = \$ 1,632.00

Job Total (Labor + Materials) \$ 1,992.00

3. FRAME SCAFFOLD WITH THREE (3) DECKS, 3' W X 100'L X 30'H

Equipment rental, one (1) month Total \$ 132.00

Delivery/pick-up charge, if any Total both ways \$ 300

Other, please specify Total \$ _____

Materials Total = \$ 432.00

Labor, estimated number of regular hours to complete job 42.00

Labor rate Per hour \$ 102.00

Labor Total = \$ 4,284.00

Job Total (Labor + Materials) \$ 4,716.00

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4. SYSTEM SCAFFOLD WITH THREE (3) DECKS, 3'W X 100'L X 30'H

Equipment rental, three (3) weeks..... Total \$ 565

Delivery/pick-up charge, if anyTotal both ways \$ 600

Other, please specify Total \$ _____

Materials Total = \$ 1,165.00

Labor, estimated number of regular hours to complete job 96

Labor rate Per hour \$ 102.00

Labor Total = \$ 9,792.00

Job Total (Labor + Materials) \$ 10,957.00

PRICE AGREEMENT CONDITIONS. Prices charged the Harbor Department for Replacement Scaffolding Parts are based on a percentage discount/markup from Vendor's Published Price List or Vendor's Cost. Percentage discount/markup is to remain firm for the duration of the contract, but said Price Lists and costs are subject to fluctuation in accordance with changes as issued or demonstrated by the Vendor. Price Lists which are submitted with the bid must be current in effect at time of bid opening and shall not be subject to change for a period of sixty (60) days after bid opening.

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

Specifications and conditions in the Bid shall supersede any conflicting conditions in Price Lists.

One (1) copy of the applicable Price List(s) or cost documentation will be required to be submitted by the successful vendor upon invoicing. In addition, one (1) copy of any new or revised Price List(s) must be sent immediately to the Harbor Department Purchasing Officer, 500 Pier A Street, Wilmington, CA 90744. Price List shall show vendor's name along with the City Contract or Sub-Purchase Order Number.

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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.

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

REMOVAL, CLEANUP, AND DEMOBILIZATION. Upon completion of the Contracted Work, the Contractor shall remove all of its tools, materials and other articles from the property of the City. Should the Contractor fail to take prompt action to this end, the City, at its option and without waiver of such other rights as it may have, upon thirty (30) calendar days' notice, may treat such items as abandoned property. The Contractor shall also sweep all floors broom clean, clean all exterior and interior surfaces and windows and remove all rubbish and debris resulting from the Contracted Work and shall maintain the Jobsite in a clean, orderly and safe condition at all times until completion of the contracted work.

Throughout all phases of construction, including suspension of work, and until the Final Acceptance, the Contractor shall keep the site clean and free from rubbish and debris. The Contractor shall also abate dust nuisance by cleaning, sweeping and sprinkling with water, or other means as necessary. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods.

Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the Contractor's Bid. Failure of the Contractor to comply with the City of Los Angeles Harbor Department Project Manager (PM) cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.

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.

CARE AND 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 Department equipment in his/her possession or the possession of any of his/her agents.

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DELIVERY

DELIVERY. Delivery is requested within two (2) business days after the vendor receives an 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.

Best Guaranteed Delivery Time: One (1) business day

DELIVERY POINT. Unless otherwise specified, prices are to include all delivery charges, F.O.B. Port of Los Angeles, Stores Warehouse, Berth 161, 500 Pier A Street, Wilmington, CA 90744, OR AS SPECIFIED IN THE REQUEST FOR ESTIMATE.

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 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

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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 cancelled 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 days' notice of nonpayment of premium) by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

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

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

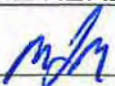
Auto Liability Insurance

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- days' notice of cancellation for nonpayment of premium, and a 30-days' 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.

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FINANCIAL CLAUSES

ESTIMATED EXPENDITURE. Total expenditures under this contract are estimated to be **\$850,000.00** annually. No guarantee can be given that this total will be reached or that it will not be exceeded. Vendor agrees to furnish more or less at the prices quoted in accordance with actual requirements throughout the contract period, however, this amount may not be exceeded without prior written approval from the Director of Contracts and Purchasing, the Executive Director and the Board of Harbor Commissioners.

RENEWAL OPTIONS. 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 vendor's costs but not to exceed the percentage stated below. Option(s) granted will not be considered in awarding contracts.

YES or NO ^(Initial) MLM Option granted for one (1) additional year at a price increase not to exceed 8 %.

YES or NO MLM Option granted for second (2nd) additional year at a price increase not to exceed 8 % 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 and Purchasing. No increase will be granted without prior approval of the Director of Contracts and Purchasing.

MISCELLANEOUS PURCHASES. The Harbor Department requests the option to purchase miscellaneous related parts, supplies and services, in conjunction with the purchase of items and services covered by the contract, under the condition that such items may be purchased in amounts not to exceed \$1,000.00 per order, per invoice.

Check one:

Option Granted Option Not Granted INITIAL MLM

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

BTRC Number: 0002940383

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TIME AND MATERIALS WITH NO FIXED FEE. 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**.

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**

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

SALES TAX PERMIT. A valid California State Board of Equalization Permit No. is required to collect California State Sales Tax.

Permit Number: 102-649576 N/A

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.

TERMINATION FOR NON-APPROPRIATION. The City's obligation to pay any amount due hereunder for any City fiscal years after the current fiscal year is contingent upon the legislative appropriation of funds for the purpose. The City's fiscal year ends on June 30 of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate any contract and its future monetary obligations hereunder, effective as of the end of any fiscal year.

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

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

- Form 590, *Withholding Exemption Certificate*, certifying exemption from the withholding requirement.
- Form 587, *Nonresident Income Allocation Worksheet*, which allocates the expected income under the City contract for work completed within and outside of California.
- Notice from the CA Franchise Tax Board (CAFTB) that a withholding waiver was authorized (you must first file CA Form 588, *Nonresident Withholding Waiver Request* to the CAFTB).

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- Notice from CAFTB that a reduced withholding request was authorized (you must first file CA Form 589 *Nonresident Reduced Withholding Request* to CAFTB).

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

Please Check One:

Both Bidder's Legal Address (as stated on the attached IRS Form W-9) and Remittance Address as stated under VENDOR PAYMENT are located within the State of California - Withholding Forms Not Required.

Withholding Form(s) Attached

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

COMPANY: JT Thorpe Industrial

REMIT TO: ADDRESS: 205 S. 29th St

Phoenix, AZ 85034

AR EMAIL: JTTIAR@JTThorpe.com

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

GENERAL REQUIREMENTS

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

DEFAULT BY SUPPLIER. In case of default by Vendor, the Department 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 Department thereby.

STORM WATER POLLUTION PREVENTION PLAN, SWPPP. All work performed under any resulting contract within the Harbor Department, as applicable, must be in accordance with the California Storm Water Best Management Practices (BMP) Handbooks. These practices prohibit the placement of any

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waste material resulting from the contractor's performance of work into the storm drain system as required by the City of Los Angeles Storm Water Pollution Prevention Plan (SWPPP) for Public Agency Activities.

A copy of the BMP Handbooks for 1) Construction 2) Industrial/Commercial and 3) Municipal Activities are available for review in the office of the Director of Environmental Management, 5th floor, 425 S. Palos Verdes Street, San Pedro, California 90731.

SMALL BUSINESS, MINORITY-OWNED, WOMEN-OWNED, DISABLED VETERAN-OWNED AND ALL OTHER BUSINESS ENTERPRISES. It is the policy of the Department to provide Small Business, Minority-Owned, Women-Owned, Disabled Veteran-Owned and all Other Business Enterprises (SBE/MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all Department contracts. Bidders are encouraged to continue assisting the Department in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including SBEs, MBEs, WBEs, DVBEs, and OBEs, have an equal opportunity to compete for and participate in Department contracts.

SERVICE CONTRACT WORKER RETENTION AND LIVING WAGE POLICY

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

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.

LOCAL BUSINESS PREFERENCE PROGRAM. 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

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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 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.

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

Bidders must submit CEC Forms 50 and 55 (provided in Attachments) to the awarding authority at the same time the response is submitted. The forms require bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without completed CEC

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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.

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.

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION. ALL CONTRACTORS MUST HAVE A CONTRACT REGISTRATION NUMBER THROUGH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS.

A CONTRACTOR AND SUBCONTRACTOR MAY NOT SUBMIT A BID PROPOSAL FOR A PUBLIC WORKS PROJECTS UNLESS REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. BID PROPOSAL WILL BE DEEMED NON-RESPONSIVE.

The prevailing rate of per diem wages and rates for legal holidays and overtime work for each craft, classification or type of workers needed in the execution of any contract to let under the Specifications has been determined by the Director of the Department of Industrial Relations (DIR) of the State of California pursuant to the provisions of the Labor Code of the State of California. The State of California has approved the City's Labor Compliance Program of enforcement of State prevailing wage laws and will allow the City to retain all penalty assessments for violation of these laws.

Pursuant to notice requirements effective January 1, 2015, all contractors and subcontractors must register with and meet requirements of the State of California DIR using the online application before bidding on the public works contracts in California. For the online application, visit <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

- a. No contractor or subcontractor may be listed on a bid proposal for a public works projects unless registered with the DIR pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1[a]).
- b. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.
- c. The Project is subject to compliance monitoring and enforcement by the DIR.

PREVAILING WAGES

- a. The Contractor shall pay the general prevailing rate of per diem wages and rates for legal holiday and overtime work currently being paid in the area where the work is being performed.

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- b. Pursuant to the provisions of the Labor Code of the State of California, the general prevailing rate of wages for each craft, classification or type of workers needed in the execution of contracts under the jurisdiction of the Board, shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California. Copies of the applicable Determinations may be obtained at or by request to the Department.
- c. When the Contractor has been determined to be in violation of Section 377 of the City Charter making applicable the provisions of the California Labor Code relating to the payment of not less than the prevailing per diem wages on public works, deductions may be made from moneys due or to become due the Contractor in the amount of twice the difference between such stipulated prevailing rates, and the amount paid to each wage worker for each Calendar Day, or part thereof, for which each worker was paid less than the stipulated prevailing wage rate.
- d. The Contractor shall also comply with Section 1775 of the Labor Code providing for a penalty per day as determined by the Labor Commissioner for each Calendar Day, or part thereof, for which each worker was paid less than the prevailing wage.
- e. Contractor and subcontractors shall keep an accurate record showing the names and occupations of all workers employed by them in connection with any work done under the Contract, and the per diem wages paid to each of such workers; and shall keep such record open at all reasonable hours to the inspection of the Board and to the State Division of Labor Law Enforcement. The Contractor in all other respects shall comply with Section 1776 of the Labor Code.
- f. No later than the end of the workday following the day on which work was performed by the Contractor, or any subcontractor, the Contractor and applicable subcontractor(s) shall complete and furnish the Contractor Daily Field Report, included as Subsection 71 of this Section, to the Inspector. When work has been performed, the Contractor shall submit a form regarding all employees and equipment at the jobsite on the workday, and the Contractor shall submit a separate form for each subcontractor regarding each subcontractor's employees and equipment at the jobsite on the workday. Each field report shall:
 1. Identify the Project title, Specification number, name of the Contractor or subcontractor, and date on which the work was performed.
 2. Show the names of the workers and identify their applicable company affiliation (Prime Contractor, subcontractor, supplier, or vendor).
 3. Show the labor classification for each worker. If worker is an operating engineer or teamster, the Contractor or subcontractor must indicate which piece of equipment was operated by the worker.
 4. Show the Start Time and End Time for the worker listed, as well as the total hours worked by the worker on the workday.

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5. Show the type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable, utilized on the workday.
6. Contain the printed name and title for the Contractor or subcontractor representative; and shall be dated and signed by same.
- g. Contractor shall submit the original (wet signature by Contractor or subcontractor) to the Inspector for review. If additional space is needed, a second form, with pages numbered accordingly, can be completed.
- h. The Inspector will compare the Inspector's records with the report submitted by the Contractor, discuss any apparent discrepancies with the Contractor, and reconcile the report (and have it re-submitted, if necessary). Once the report is agreed upon by the Contractor and Inspector, the Inspector prints his/her name on the report and dates and signs the report. Each party shall retain a copy of the report, signed by both parties.
- i. Certified payrolls from the Contractor and all subcontractors shall be submitted to the City weekly through the Department of Public Works Bureau of Contract Administration's Online Certified Payroll System (OCPS) and shall be accompanied by a Statement of Compliance, signed electronically on OCPS by the Contractor or the Contractor's agent attesting that the payrolls are correct and complete and the wage rates contained therein are not less than those set by the applicable wage determinations incorporated into the Contract. The City reserves the right to reject incomplete payroll reports and request re-submittal of complete reports.

WAGE AND EARNING ASSIGNMENT ORDERS/NOTICES OF ASSIGNMENTS

- a. The Contractor and its subcontractors shall comply with all applicable state and federal employment reporting requirements for the Contractor's and/or subcontractor's employees.
- b. The Contractor and/or subcontractor shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally. The Contractor or subcontractor shall comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§5230 et. seq. The Contractor or subcontractor shall maintain such compliance throughout the term of the Contract.

Prime Contractor State of California DIR Registration No.:

PW-LR-1000661216

Subcontractor State of California DIR Registration No.: N/A

Subcontractor State of California DIR Registration No.: N/A

(Attach additional sheets if necessary)

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DIR REPORTING LABOR CLASSIFICATIONS.

PRIME CONTRACTOR:

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

- | | | | |
|----------------------------------------------|----------------------------------------|----------------------------------------|------------------------------------------------|
| <input type="checkbox"/> ASBESTOS | <input type="checkbox"/> BOILERMAKER | <input type="checkbox"/> BRICKLAYERS | <input checked="" type="checkbox"/> CARPENTERS |
| <input type="checkbox"/> CARPET/LINOLEUM | <input type="checkbox"/> CEMENT MASONS | <input type="checkbox"/> DRYWALL | <input type="checkbox"/> DRYWALL/LATHERS |
| <input type="checkbox"/> ELECTRICIANS | <input type="checkbox"/> ELEVATOR | <input type="checkbox"/> FINISHER | <input type="checkbox"/> IRON WORKERS |
| <input checked="" type="checkbox"/> LABORERS | <input type="checkbox"/> MECHANIC | <input type="checkbox"/> GLAZERS | <input type="checkbox"/> PAINTERS |
| <input type="checkbox"/> PILE DRIVERS | <input type="checkbox"/> MILLWRIGHTS | <input type="checkbox"/> OPERATING ENG | <input type="checkbox"/> ROOFERS |
| <input type="checkbox"/> SHEET METAL | <input type="checkbox"/> PIPE TRADES | <input type="checkbox"/> PLASTERERS | <input type="checkbox"/> TEAMSTER |
| <input type="checkbox"/> TILE WORKERS | <input type="checkbox"/> SOUND/COMMM | <input type="checkbox"/> SURVEYORS | |

SUBCONTRACTOR: N/A

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

- | | | | |
|------------------------------------------|----------------------------------------|----------------------------------------|------------------------------------------|
| <input type="checkbox"/> ASBESTOS | <input type="checkbox"/> BOILERMAKER | <input type="checkbox"/> BRICKLAYERS | <input type="checkbox"/> CARPENTERS |
| <input type="checkbox"/> CARPET/LINOLEUM | <input type="checkbox"/> CEMENT MASONS | <input type="checkbox"/> DRYWALL | <input type="checkbox"/> DRYWALL/LATHERS |
| <input type="checkbox"/> ELECTRICIANS | <input type="checkbox"/> ELEVATOR | <input type="checkbox"/> FINISHER | <input type="checkbox"/> IRON WORKERS |
| <input type="checkbox"/> LABORERS | <input type="checkbox"/> MECHANIC | <input type="checkbox"/> GLAZERS | <input type="checkbox"/> PAINTERS |
| <input type="checkbox"/> PILE DRIVERS | <input type="checkbox"/> MILLWRIGHTS | <input type="checkbox"/> OPERATING ENG | <input type="checkbox"/> ROOFERS |
| <input type="checkbox"/> SHEET METAL | <input type="checkbox"/> PIPE TRADES | <input type="checkbox"/> PLASTERERS | <input type="checkbox"/> TEAMSTER |
| <input type="checkbox"/> TILE WORKERS | <input type="checkbox"/> SOUND/COMMM | <input type="checkbox"/> SURVEYORS | |

(Attach additional sheets if necessary)

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

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

RAMP ID Number(s): 87611 and 113458

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1178
(SHOW THIS NUMBER ON ENVELOPE)

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, facsimile, or electronic 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 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.

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1178
(SHOW THIS NUMBER ON ENVELOPE)

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 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

LOCAL BUSINESS PREFERENCE PROGRAM

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 tabulation only. The 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, Vendor shall complete, sign, notarize and submit the attached Affidavit. The Affidavit will signify the LBE status of the Vendor.

In the event of Vendor's noncompliance during the performance of the Contract, Vendor 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 Vendor until noncompliance is corrected, and assess the costs of City's audit of books and records of Vendor. In the event the Vendor falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Vendor from participation in City contracts for a period of up to five (5) years.

AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information is true and correct and includes all material information necessary to identify and explain the operations of

JT Thorpe Industrial Inc. dba Liberty Industrial Group

Name of Firm

as well as the ownership and location thereof. Further, the undersigned agrees to provide complete and accurate information regarding ownership in the named firm, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents in association with this contract."

Local Business Preference Program: Please indicate the Local Business Enterprise status of your company. Only one box must be checked:

LBE Non-LBE

- A Local Business Enterprise (LBE) is: (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura 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. "Headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties.
- A Non-LBE is any business that does not meet the definition of a LBE.

Signature: Mike Mickley

Title: Vice President

Printed Name: Mike Mickley

Date Signed: 8/15/2023

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On 08/15/2023 before me, John Micallef, Notary Public
(insert name and title of the officer)

personally appeared Michael L Mickley
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



Bidder Certification

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)	Awarding Authority (Department awarding the contract)	
F-1178/40020/E-23-0087	HARBOR	
Bidder Name		
JT Thorpe Industrial, Inc. dba Liberty Industrial Group		
Address		
205 S. 29th St, Phoenix, AZ 85034		
Email Address	Phone Number	
Thomas.Prinz@JTThorpe.com	609.233.0033	

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.

<u>Michael C. McKinley</u>	<u></u>
Name	Signature
<u>Vice President</u>	<u>8-15-23</u>
Title	Date

Prohibited Contributors (Bidders)

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): F-1178/40020/E-23-0087 Date Bid Submitted: _____

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

Awarding Authority (Department awarding the contract): HARBOR

Bidder Name: JT Thorpe Industrial, Inc. dba Liberty Industrial Group

Bidder Address: 205 S. 29th St, Phoenix, AZ 85034

Bidder Email Address: Thomas.Prinz@JTThorpe.com Bidder Phone Number: 609.233.0033

Schedule Summary

Please complete all three of the following:

<p>1. SCHEDULE A – Bidder's Principals <i>(check one)</i></p> <p>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></p>	<p>Yes</p> <input checked="" type="checkbox"/>	<p>No</p> <input type="checkbox"/>
<p>2. SCHEDULE B – Subcontractors and Their Principals <i>(check one)</i></p> <p>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></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input checked="" type="checkbox"/>

3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): 33

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.

Michael L. Mickley Michael J. Mickley
Name Signature

Vice President 8-15-23
Title Date

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: Robert Prinz Title: President
 Address: 205 S. 29th St, Phoenix, AZ 85034

Name: Ed Jarmin Title: Executive Vice President & COO
 Address: 3411 N 29th St, Tampa, FL 33605

Name: Mike Mickley Title: Vice President
 Address: 14540 Alondra Blvd, La Mirada, CA 90638

Name: Mark Hauber Title: CFO & Secretary
 Address: 1132 500 W. Salt Lake City, UT 84101

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.

Schedule B - Subcontractors and Their Principals

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

Subcontractor's Name
Subcontractor's Address

Please check one of the following options:

This subcontractor has one or more principals. Yes* No

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

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Check this box if additional Schedule B pages are attached.

2022 Withholding Exemption Certificate**590**

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent InformationName
City of Los Angeles Harbor Department**Payee Information**Name
JT Thorpe Industrial SSN or ITIN FEIN CA Corp no. CA SOS file no.
46-4575209

Address (apt./ste., room, PO box, or PMB no.)

14540 Alondra Blvd

City (If you have a foreign address, see instructions.)

La Mirada

State ZIP code
CA 90638**Exemption Reason****Check only one box.**

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

 Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

 Corporations:

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

 Partnerships or Limited Liability Companies (LLCs):

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

 Tax-Exempt Entities:

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

 Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

 California Trusts:

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

 Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

 Nonmilitary Spouse of a Military Servicemember:

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.Our privacy notice can be found in annual tax booklets or online. Go to ftb.ca.gov/privacy to learn about our privacy policy statement, or go to ftb.ca.gov/forms and search for 1131 to locate FTB 1131 EN-SP, Franchise Tax Board Privacy Notice on Collection. To request this notice by mail, call 800.338.0505 and enter form code 948 when instructed.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title Mike Mickey Vice President Telephone 435.922.1390Payee's signature ►  Date 8-15-23

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. JT Thorpe Industrial Inc.		
	2 Business name/disregarded entity name, if different from above DBA Liberty Industrial Group		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
	<input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. 205 S. 29th Street		Requester's name and address (optional)
6 City, state, and ZIP code Phoenix, AZ 85034			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)																																																
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.																																																
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																
	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Social security number</td></tr> <tr><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td></tr> <tr><td colspan="3" style="text-align: center;">-</td><td colspan="3" style="text-align: center;">-</td><td colspan="3"></td></tr> </table> <p style="text-align: center;">OR</p> <table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr> <tr><td style="width: 20px;">4</td><td style="width: 20px;">6</td><td style="width: 20px;"> </td><td style="width: 20px;">-</td><td style="width: 20px;">4</td><td style="width: 20px;">5</td><td style="width: 20px;">7</td><td style="width: 20px;">5</td><td style="width: 20px;">2</td><td style="width: 20px;">0</td><td style="width: 20px;">9</td></tr> </table>	Social security number																		-			-						Employer identification number									4	6		-	4	5	7	5	2	0	9
Social security number																																																
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Employer identification number																																																
4	6		-	4	5	7	5	2	0	9																																						

Part II Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Mike Mickley</i>	Date ▶ 9/1/2022
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General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/11/2021

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

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

PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@marsh.com CN101928005-STND-GAWU-20-21	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Liberty Industrial Group, Inc. 1132 S. 500 W. Salt Lake City, UT 84101	INSURER A : Greenwich Insurance Company	22322
	INSURER B : XL Specialty Insurance Company	37885
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** LOS-002546730-01 **REVISION NUMBER:** 5

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR YWVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			CGE740918808	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAH740918907	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PD Comp/Coll Ded \$ 5,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			CWD740918708 (AOS) CWR740962803 (WI)	10/01/2020 10/01/2020	10/01/2021 10/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Los Angeles Harbor Department (aka Port of LA), its officers, agents and employees are included as additional insured (except workers' compensation) where required by written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER The Port of Los Angeles 425 S. Palos Verdes Street Post Office Box 151 San Pedro, CA 90733-0151	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services Daniel Zarate
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WORKSHEET NO. 1

Bidder must complete this worksheet showing net prices to the City of Los Angeles Harbor Department. This worksheet is for evaluation purposes only and is not intended to be restrictive in any way. Failure to complete and return this worksheet with the bid may void bid.

The Harbor Department reserves the right to rent as many of the items listed below, in whatever quantities deemed necessary, to the extent that the contract is funded. The purpose of this list is to obtain firm rates on the most commonly rented items. This list is not intended to be exhaustive or to restrict the items rented under the Contract.

Vendor to indicate minimum rental period, if any: ONE (1) DAY

Please indicate whether or not the rental rates are subject to sales tax: Yes No The lowest rental rate for any period will prevail.

VENDOR NAME: JT Thorpe Industrial, Inc. dba Liberty Industrial Group

ITEM NO.	QTY	UOM	DESCRIPTION	RENTAL PRICE PER DAY	RENTAL PRICE PER WEEK	RENTAL PRICE PER MONTH
1	1	each	Ladder, Access, 4'	\$0.03	\$0.21	\$0.84
2	1	each	Ladder, Access, 6'	\$0.03	\$0.21	\$0.84
3	1	each	Ladder, Access, 10'	\$0.03	\$0.21	\$0.84
4	1	each	Brackets, Access Ladder	\$0.03	\$0.21	\$0.84
5	1	each	Plank, 7' Aluminum Plywood	\$0.03	\$0.21	\$0.84
6	1	each	Deck, Aluminum, with Ply & Hook, 10'	\$0.03	\$0.21	\$0.84
7	1	each	Adjacent Screw Jack with Base Plate	\$0.03	\$0.21	\$0.84
8	1	each	Screw Jack, with Socket, 24"	\$0.03	\$0.21	\$0.84
9	1	each	Adjacent Screw Jack with Socket	\$0.03	\$0.21	\$0.84
10	1	each	Bolt & Nut, for Scaffold Leg	\$0.03	\$0.21	\$0.84
11	1	each	Baseplate, 5" x 5"	\$0.03	\$0.21	\$0.84
12	1	each	Brace/Punchhole, 5' x 4'	\$0.03	\$0.21	\$0.84
13	1	each	Brace/Punchhole, 7' x 4'	\$0.03	\$0.21	\$0.84
14	1	each	Brace/Punchhole, 10' x 4'	\$0.03	\$0.21	\$0.84
15	1	each	Round Base Plates for TubeLoc	\$0.03	\$0.21	\$0.84
16	1	each	Box Frame, 5' x 40"	\$0.03	\$0.21	\$0.84
17	1	each	Box Frame, 5' x 4'	\$0.03	\$0.21	\$0.84
18	1	each	Box Frame, 5' x 5'	\$0.03	\$0.21	\$0.84
19	1	each	End Frame (PH), 5' w x 5' 1"	\$0.03	\$0.21	\$0.84
20	1	each	End Frame (PH), 5' w x 6' 7"	\$0.03	\$0.21	\$0.84
ITEM NO.	QTY	UOM	DESCRIPTION	RENTAL PRICE PER DAY	RENTAL PRICE PER WEEK	RENTAL PRICE PER MONTH
21	1	each	Box Frame with Ladder, 5' w x 5'	\$0.03	\$0.21	\$0.84
22	1	each	Caster with Brake, 8"	\$0.03	\$0.21	\$0.84
23	1	each	Right Angle Clamp	\$0.03	\$0.21	\$0.84
24	1	each	Swivel Clamp	\$0.03	\$0.21	\$0.84

25	1	each	End Pieces	\$0.03	\$0.21	\$0.84
26	1	each	Gravity Pins	\$0.03	\$0.21	\$0.84
27	1	each	Guardrail Post, Male (P/H)	\$0.03	\$0.21	\$0.84
28	1	each	Guardrail Post – Punch Hole	\$0.03	\$0.21	\$0.84
29	1	each	Gooser for Towers, 10' x 5'	\$0.03	\$0.21	\$0.84
30	1	each	Gooser, 7' x 3'	\$0.03	\$0.21	\$0.84
31	1	each	Gooser, 7' x 5'	\$0.03	\$0.21	\$0.84
32	1	each	K-Ring, 2 Board Bkts	\$0.03	\$0.21	\$0.84
33	1	each	K-Ring, 3 Board Bkts	\$0.03	\$0.21	\$0.84
34	1	each	K-Ring, 10' x 6' 6" Brace	\$0.03	\$0.21	\$0.84
35	1	each	K-Ring, 5' x 6' 6" Brace	\$0.03	\$0.21	\$0.84
36	1	each	K-Ring, 7' x 6' 6" Brace	\$0.03	\$0.21	\$0.84
37	1	each	K-Ring, 10' Horizontals	\$0.03	\$0.21	\$0.84
38	1	each	K-Ring, 3" Horizontals	\$0.03	\$0.21	\$0.84
39	1	each	K-Ring, 5' Horizontals	\$0.03	\$0.21	\$0.84
40	1	each	K-Ring, 7' Horizontals	\$0.03	\$0.21	\$0.84
41	1	each	Kickers with Bolts	\$0.03	\$0.21	\$0.84
42	1	each	Dual Double Bolt Coupler	\$0.03	\$0.21	\$0.84
43	1	each	K-Ring Starter Ring	\$0.03	\$0.21	\$0.84
44	1	each	K-Ring, 3'3" Vertical	\$0.03	\$0.21	\$0.84
45	1	each	K-Ring, 6' 6" Vertical	\$0.03	\$0.21	\$0.84
46	1	each	K-Ring, 9/10" Vertical	\$0.03	\$0.21	\$0.84
47	1	each	Mud Sill (12" x 12" x 2")	\$0.03	\$0.21	\$0.84
48	1	each	Navy Style Knuckle Clamp, 1.9"	\$0.03	\$0.21	\$0.84
ITEM NO.	QTY	UOM	DESCRIPTION	RENTAL PRICE PER DAY	RENTAL PRICE PER WEEK	RENTAL PRICE PER MONTH
49	1	each	Punch Hole Cross Brace, 5' x 48"	\$0.03	\$0.21	\$0.84
50	1	each	Punch Hole Cross Brace, 7' x 48"	\$0.03	\$0.21	\$0.84
51	1	each	Punch Hole Cross Brace, 10' x 48"	\$0.03	\$0.21	\$0.84
52	1	each	Putlog, 12' x 8'	\$0.03	\$0.21	\$0.84
53	1	each	14' Putlog Truss x 12"	\$0.03	\$0.21	\$0.84
54	1	each	Putlog, 16' x 12"	\$0.03	\$0.21	\$0.84
55	1	each	22' Putlog Truss x 12"	\$0.03	\$0.21	\$0.84
56	1	each	Plank, 7'	\$0.03	\$0.21	\$0.84

57	1	each	Plank, 9'	\$0.03	\$0.21	\$0.84
58	1	each	Plank, 12'	\$0.03	\$0.21	\$0.84
59	1	each	Plank, Aluminum (Powerlite), 7'	\$0.03	\$0.21	\$0.84
60	1	each	Plank, Aluminum (Powerlite), 10'	\$0.03	\$0.21	\$0.84
61	1	each	Plank, Steel, 10'	\$0.03	\$0.21	\$0.84
62	1	each	Plank, Steel 5'	\$0.03	\$0.21	\$0.84
63	1	each	Plank, Steel 7'	\$0.03	\$0.21	\$0.84
64	1	each	Guardrail/Punched Hole, 3'	\$0.03	\$0.21	\$0.84
65	1	each	Guardrail/Punched Hole, 5'	\$0.03	\$0.21	\$0.84
66	1	each	Punch Hole Rail, 7'	\$0.03	\$0.21	\$0.84
67	1	each	Punch Hole Rail, 10'	\$0.03	\$0.21	\$0.84
68	1	each	Screw Jack, Swivel	\$0.03	\$0.21	\$0.84
69	1	each	Stages, Aluminum with Hand Rail	\$0.03	\$0.21	\$0.84
70	1	each	Dual Swivel Bolt Coupler	\$0.03	\$0.21	\$0.84
71	1	each	Thiel Knuckle Clamp (1.9")	\$0.03	\$0.21	\$0.84
72	1	each	Thiel Swivel Clamp (1.9")	\$0.03	\$0.21	\$0.84
73	1	each	Tubeloc, 3' Standard	\$0.03	\$0.21	\$0.84
74	1	each	Tubeloc, 4' Standard	\$0.03	\$0.21	\$0.84
75	1	each	Tubeloc, 5' Standard	\$0.03	\$0.21	\$0.84
76	1	each	Tubeloc, 6' Standard	\$0.03	\$0.21	\$0.84
ITEM NO.	QTY	UOM	DESCRIPTION	RENTAL PRICE PER DAY	RENTAL PRICE PER WEEK	RENTAL PRICE PER MONTH
77	1	each	Tubeloc, 7' Standard	\$0.03	\$0.21	\$0.84
78	1	each	Tubeloc, 8' Standard	\$0.03	\$0.21	\$0.84
79	1	each	Tubeloc, 9' Standard	\$0.03	\$0.21	\$0.84
80	1	each	Tubeloc, 10' Standard	\$0.03	\$0.21	\$0.84
81	1	each	Tubeloc, 11' Standard	\$0.03	\$0.21	\$0.84
82	1	each	Tubeloc, 12' Standard	\$0.03	\$0.21	\$0.84
83	1	each	Tubeloc, 13' Standard	\$0.03	\$0.21	\$0.84
84	1	each	Tubeloc, 14' Standard	\$0.03	\$0.21	\$0.84
85	1	each	Toeboard, 1" x 6"	\$0.03	\$0.21	\$0.84
86	1	each	Clamp, Side by Side (u)	\$0.03	\$0.21	\$0.84
87	1	each	Deck, Plywood, 6' for Utility Tower	\$0.03	\$0.21	\$0.84
88	1	each	Guardrail End with Bar	\$0.03	\$0.21	\$0.84

89	1	each	Guardrail End with Chain	\$0.03	\$0.21	\$0.84
90	1	each	Guardrail Side for Utility Tower	\$0.03	\$0.21	\$0.84
91	1	each	"U" Head	\$0.03	\$0.21	\$0.84
92	1	each	"U" Head with Saddle	\$0.03	\$0.21	\$0.84
93	1	each	Ladder Frame, 6' for Utility Tower	\$0.03	\$0.21	\$0.84
94	1	each	Left Outrigger for Utility Tower	\$0.03	\$0.21	\$0.84
95	1	each	Right Outrigger for Utility Tower	\$0.03	\$0.21	\$0.84
96	1	each	Shelf Support for Utility Tower	\$0.03	\$0.21	\$0.84
97	1	each	Railing Sets for Utility Tower	\$0.03	\$0.21	\$0.84
98	1	each	Toeboard Bracket for Utility Tower	\$0.03	\$0.21	\$0.84
99	1	each	Walk-thru Frame 3' x 5' 1"	\$0.03	\$0.21	\$0.84
100	1	each	Walk-thru Frame (PH), 3' x 78"	\$0.03	\$0.21	\$0.84
101	1	each	Walk-thru Frame 3' x 6' 7"	\$0.03	\$0.21	\$0.84
102	1	each	Walk-thru (PH), 5' x 6' 7"	\$0.03	\$0.21	\$0.84
TOTAL				\$3.06	\$21.42	\$85.68



**THE PORT
OF LOS ANGELES**

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

Karen Bass

Mayor, City of Los Angeles

**Board of Harbor
Commissioners**

Edward R. Renwick
Vice President

Diane L. Middleton
Commissioner

Michael Muñoz
Commissioner

Lucille Roybal-Allard
Commissioner

Lee Williams
Commissioner

Eugene D. Seroka

Executive Director

August 21, 2023

**REQUEST FOR BID (RFB) ADDENDUM #1 – RENEWAL OPTIONS AND BIDDER
CORRECTIONS**

REQUEST FOR BID F-1178

DESCRIPTION: **SCAFFOLDING, RENTAL AND RELATED SERVICES**

The Renewal Options Clause has been corrected to allow for pricing escalators. Pages that have been corrected by Buyer and/or Lowest Responsive, Responsible Bidder have been marked as F-1178,1.

Please address any questions regarding this bid to:

Jacquelyn Estrada
Contracts and Purchasing Division
jestrada@portla.org

All other requirements remain unchanged.

Very respectfully,

JACQUELYN L. ESTRADA
Procurement Analyst

BUYER



LOS ANGELES HARBOR DEPARTMENT PURCHASE REQUISITION

DATE: 07/24/23
REQUISITION NO. E-230087

SUGGESTED VENDOR(S) J.T. Thorpe & Son, Inc. 14540 Alondra Blvd. La Mirada La Mirada, CA 90638	LAST P.O. NO. 32058-21	COMMENTS/ NOTES:
SHIP TO: C&M Division, 2 nd Fl.		

LINE NO	QUANTITY	UNIT	ACCOUNT	CENTER NO.	PROGRAM	JOB/FACILITY	WORK ORDER NO.
			59010	0510	000	Various	Various

LINE NO	QUANTITY	UNIT	ACCOUNT	CENTER NO.	PROGRAM	JOB/FACILITY	WORK ORDER NO.
ITEM NAME, FULL DESCRIPTION, MAKE, MODEL, AND CATALOG NUMBER							
Request new annual contract with two one-year renewal options for scaffolding services to be provided to the Harbor Department for the period of August 1, 2023 through September 30, 2024.							



Risk Management insurance assessment required? Yes No

Is this purchase funded in part or whole by grant fund? Yes No

DATE NEEDED BY: 09/30/2023 ESTIMATED TOTAL: \$850,000

FOR FURTHER INFORMATION CALL: Phil Hazelett (Ext. 3403)

**If this request is over \$100,000 approval by
Division Head and
Deputy Executive Director is required.**

SIGNED DIVISION HEAD 	SIGNED DEPUTY EXECUTIVE DIRECTOR 	REQUISITION NO. E-230087
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