

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

BID NO. F-853 Page 1
Show this number on envelope

Contract No. 39696

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 and the reverse side, 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.

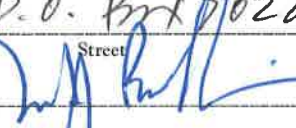
6. LEGAL JUSTIFICATION

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: Las Angeles, CA ON THE 18th DAY OF February, 2014
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name ADCO TRADING COMPANY
Phone 213.780.9110 Fax 213.780.9199
Address P.O. Box 10220 LA CA 90070
Street City State Zip

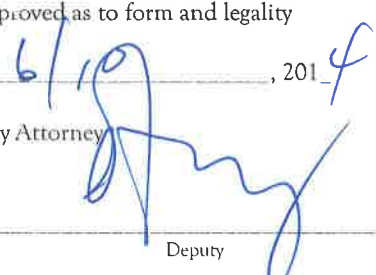
Signature  Printed Name FRED BEHFARIN Printed Title President

Signature  Printed Name JACK BEHFARIN Printed Title V.P. SEC.

(AFFIX CORPORATE SEAL HERE)

- a) **Two signatures:** One by Chairman of Board or 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 _____, 201 <u>4</u> 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 <u>6/19</u> , 201 <u>4</u> City Attorney  BY _____ Deputy
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FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-853

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: February 19, 2014

4. 1 EACH \$ 1,856 \$ 1,856

TREATED CREOSOTE PILE, 75' Length.
11-0715

State Brand & Part No. Quoting: BRIDGEWELL # IPODFCR 0A75

5. 1 EACH \$ 2,305 \$ 2,305

TREATED CREOSOTE PILE, 85' Length.
11-0715

State Brand & Part No. Quoting: BRIDGEWELL # IPODFCROA 85

6. 24 EACH \$ 3,584⁵⁰ \$ 86,028

CLASS "A" 100' PILE, Douglas Fir,
Treated 20# Creosote

State Brand & Part No. Quoting: BRIDGEWELL # IPODFCR AA 100

State minimum order quantity (if applicable): BRIDGEWELL will ship in full

TRUCK LOAD QUANTITIES OF LIKE SIZE PILE.
The above items are in accordance with Specifications no. 27-00.

"LBE" CERTIFIED
8% BID PREFERENCE.

PRICES QUOTED. Prices quoted to include all delivery charges including a minimum 2 hours unloading time per truckload.

LUMBER. Lumber shall conform in all particulars to current West Coast Lumber Inspection Bureau Grading Rules, for type and grade specified. Any additional expenses shall be borne by the vendor. Lumber shall be fresh, not more than 30 to 40 days old, and have no surface mold, mildew or rot.

SAMPLE. Sample may be required following bid opening. Sample to be tagged with firm name, bid number, and bid due date. Vendor is responsible for assuring return.

MISCELLANEOUS PURCHASES. The Harbor Department requests the option to purchase miscellaneous related parts and supplies, in conjunction with the purchase of items covered by the contract, under the condition that such items may be purchased in amounts not to exceed \$2,000.00 per order, per invoice.

Check one:

Option Granted: Option Not Granted:

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AUTHORIZED DISTRIBUTOR/DEALER:

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

Yes: _____ No: _____

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

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

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

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

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

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

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

BID SUBMITTAL TIMELINESS

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

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**CITY OF LOS ANGELES
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EQUAL BENEFITS POLICY

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

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.

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

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

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 TAX PERMIT. Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: 101-266175.

DELIVERY POINT. Prices to include all delivery charges, F.O.B. the Harbor Department, Berth 161, Wilmington, CA 90744.

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

Company:
Address:
City:

DELIVERY. Delivery is desired within **20 days** after vendor receives order. If this time cannot be met, show in the space provided on the Bid Sheet the best delivery time you can guarantee. The Harbor Department reserves the right to make award based on delivery time quoted.

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

REMIT TO: NAME: ABC0 TRADING COMPANY

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-853
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ADDRESS: P.O. BOX 70220
LOS ANGELES, CA 90070

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

SUPPLIER CONTACT INFORMATION:

Contact Person: FRED BERTARIN
Title: President
Telephone No.: 213.380.9110
Fax No.: 213.380.9199
E-Mail Address: aboom@anal.com
24 Hour Contact No.: 310.729.5410

ESTIMATED EXPENDITURE: Total expenditures under this contract are estimated to be **\$760,276.00** annually. No guarantee can be given that this total will be reached or that it will not be exceeded. Vendor agrees to furnish more or less at the unit prices quoted in accordance with actual requirements throughout the contract period, however, this amount may not be exceeded without prior written approval from the Director of Contracts & Purchasing and/or the Board of Harbor Commissioners in the event the amount exceeds \$150,000.

QUANTITIES. The quantities stated herein are only estimates of the Harbor Department's requirements. Vendor agrees to furnish more or less than the estimate in accordance with actual needs as they occur throughout the contract period at the unit price(s) quoted, however, this amount may not be exceeded without prior written approval from the Director of Purchasing. It is agreed that the vendor shall have the right to reject orders exceeding 25% over the total estimates upon written notification to the Director of Contracts and Purchasing.

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

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.



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

Eric Garcetti Mayor, City of Los Angeles

Gary Lee Moore, P.E. Interim Executive Director

Date: April 24, 2014
Bid No. F-853 Addendum No. 1 - Treated Creosote Pile
Bid Opening Date: February 19, 2014

That portion which now reads in part:

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

During First Renewal Period, Price increase shall not exceed: _____ %

During Second Renewal Period, Price increase shall not exceed: _____ %

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 Purchasing Officer. No increase will be granted without prior approval of the Purchasing Officer.

NOTE: ALL OPTIONS GRANTED ARE SUBJECT TO APPROVAL BY THE BOARD OF HARBOR COMMISSIONERS.

Is hereby changed to:

RENEWAL OPTION: State if you will grant the Harbor Department the option to extend any contract awarded hereunder for a period of one or two additional years from the date of expiration, under the same terms and conditions, subject only to price changes which can be justified by increases in vendors costs but not exceed the percentage stated below. Option(s) granted will not be considered in awarding contracts.

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

YES (YES or NO) Option granted for second additional year at a price increase not to exceed 10 % over the first option year prices.

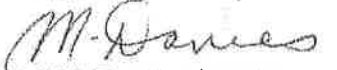
It is agreed that if any renewal option granted herein is exercised, the City will notify the Vendor prior to the expiration date. Escalating factors in options will not be automatically granted. Any request for an increase in price must be substantiated by corresponding increases in vendor's costs,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

NOTE: ALL OPTIONS GRANTED ARE SUBJECT TO APPROVAL BY THE BOARD OF HARBOR COMMISSIONERS.

All other terms, conditions, and specifications of this bid remain unchanged.

For questions regarding this matter, please contact me at (310) 732-3895 or mdavies@portla.org.

Sincerely,



MICHELLE DAVIES
Procurement Supervisor

MD/md

Vendor: ABC TRADING COMPANY

Signature



4/26/14
Date

FORMAL REQUEST FOR BID

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

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

During First Renewal Period, Price increase shall not exceed: _____ %

During Second Renewal Period, Price increase shall not exceed: _____ %

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 Purchasing Officer. No increase will be granted without prior approval off the Purchasing Officer.

NOTE: ALL OPTIONS GRANTED ARE SUBJECT TO APPROVAL BY THE BOARD OF HARBOR COMMISSIONERS.

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.

CHEMICALS. AS DIRECTED BY THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 AND THE HAZARDOUS SUBSTANCES INFORMATION AND TRAINING ACT OF 1980, VENDOR MUST PROVIDE A MATERIAL SAFETY DATA SHEET FOR ALL CHEMICALS FURNISHED. THE HARBOR DEPARTMENT RESERVES THE RIGHT TO REFUSE ALL DELIVERIES NOT ACCOMPANIED BY A MATERIAL SAFETY DATA SHEET.

ETHICS CLAUSE

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

Bidders must submit CEC Form 55 (provided in Attachment) to the awarding authority at the same time the response is submitted. The form requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions

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and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

ENVIRONMENTAL MANAGEMENT SYSTEM

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

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

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

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.

Bidders who qualify as a Local Business Enterprise (LBE) will receive an 8% bid preference on any bid for goods and/or services valued in excess of \$150,000. The maximum preference shall not exceed \$1 million. The preference will be applied by deducting 8% of the bid price submitted by the Bidder. Bidders who do not qualify as a LBE may receive a maximum 5% bid preference for identifying and utilizing LBE subcontractors, where applicable. Bidders may receive a 1% bid preference, up to a maximum of 5%, for

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every 10% of or portion thereof, of work that is subcontracted to a LBE. LBE subcontractor preferences will be determined by the percentage of the total amount of compensation proposed under the Contract.

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.

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

PRICE ADJUSTMENT. No price changes are permitted during first 60 days of the contract, after which prices quoted may be made subject to adjustment in accordance with prices. Bidder guarantees that prices quoted herein will not increase more than _____% during the remainder of the first year of the contract. Maximum increase shown by bidder will be a factor in determining successful bidder.

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

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

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

EQUAL BENEFITS POLICY

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

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GENERAL CONDITIONS READ CAREFULLY

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

END

No. 285 Rev. 10/12-116

Company Name: Bridgewell Resources
Address: 10200 SW Greenburg Rd
500
Tigard, OR 97223
Tel: 800-246-3408
Fax: 503-238-2691

Certification

To City of Los Angeles:

This is to certify that Bridgewell Resources (Company) is
Representative Distributor of Treated P.L.C (Manufacturer)
The Manufacturer for: See line item (Model/Part#).

This is to authorize ABCO Trading Company ("ABCO") to offer the
above products to the City of Los Angeles, and that any Warranty claim
by the City for equipment, parts, and/or materials will be honored
during the Warranty Period.

Sincerely,



Authorized Representative

2-17-14
Date

Los Angeles City Harbor Department
Construction and Maintenance Division

SPECIFICATIONS FOR CREOSOTE TREATED TIMBER PILE

SPEC NO. 27-00 – February 17, 2002

1 GENERAL REQUIREMENTS:

- (a) Stock to be new: Materials to be furnished under this specification shall be of stock not previously treated and shall be treated by the process and to the retention specified. All materials shall be treated entirely under these specifications. Treated materials carried in stock must have been treated 6 months or less from the date of the order to deliver. Pilings will be accepted only if they are accompanied by a certificate attesting to the fact the piling were treated within the specified timeframe.
- (b) Piling and lumber treated under this specification, which shows less than the specified penetration and/or which fails to meet the stipulated minimum requirements for retention will be rejected and must be removed by contractor at contractor's expense.
- (c) All piling will be subject to testing by L.A. Harbor Department in accordance with all provisions of this specification.

2 CREOSOTE TREATED MARINE PILING

- (a) General: All piling shall be Douglas Fir per ASTM D25, Class B (bearing/fender and bracing wharves), and referenced specification section 205-I, and in accordance with American Wood-Preservers' Association (AWPA) Standard, MP-2 (latest revision). The piling will be pressure treat with creosote solution to a minimum net retention of 20 lbs. per cubic foot per American Wood-Preservers' Association (AWPA) Standard B-18 and C-3 for marine piles (latest revision).
- (b) Marine Organisms or other Damage: Piles which, when delivered, show evidence of infestation or damage by fungus, dryrot, or marine borers, such as Limnoria or Teredo, or which have barnacles or other attachments, will not be accepted.
- (c) Manufacture: Piles shall be clean-peeled, in accordance with ASTM D25 (latest revision). Care shall be exercised to see that the sapwood is not cut through or removed in the process of peeling. Insofar as practical, all edging, boring, chamfering, gaining, trimming, etc., shall be done prior to treatment.
- (d) Classes and Sizes:
 - (1) General: The circumferences of piles after peeling shall have minimum and maximum limits as given in Table 1, this sub-article except that not more than ten percent (10%) of the piles in any order under this

specification may have circumferences two (2) inches less than the tabulated minimum values. All piling purchased under this specification shall have circumferences and diameters listed for "piles for use in wharves, bearing, fender, and brace" in Table 1, unless specified otherwise elsewhere in the documents.

(2) Circumferences and Diameters:

TABLE 1

Pile lengths in feet	Piles for use in wharves, bearing & batter						Piles for in-ground foundations with concrete pile caps					
	3 feet from butt				Tip min.		3 feet from butt				Tip min.	
	Min.		Max.		Cir.	Diam.	Min.		Max.		Cir.	Diam.
	Cir.	Diam.	Cir.	Diam.			Cir.	Diam.	Cir.	Diam.		
45-70 inc.	44	14	57	18	25	8	41	13	63	20	22	7
75-90 inc.	44	14	63	20	22	7	41	13	63	20	19	6

Note: Cir. ---Circumference inches
Diam. - Diameter (approx) inches

- (3) Lengths: The actual lengths of all logs delivered shall be the specified lengths plus twelve (+12) inches to minus three (-3) inches, such length specifications to supersede all others herein or referred to, if any. The Department will pay the exact price per log accepted.

3 HANDLING AFTER TREATMENT

- (a) General: In handling treated materials, extreme care shall be used not to damage the edges of the lumber or to break through the portions of lumber or piling penetrated by the preservative. No sharp tools shall be used for handling the material in a manner which will damage it.
- (b) Tools: Peavies, pikes, and similar tools may be used in the handling of piling when absolutely unavoidable but shall then be used only within the length of three (3) feet from either end of the piling.
- (c) Slings: Wire rope slings may be used in loading and unloading piling subject to location of points of support of other conditions meeting the approval of the inspector. Not more than three piles shall be lifted or handled in any sling load and preferably no more than two.

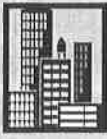
- (d) Damaged Materials: Any pieces of material damaged in any significant way which would, in the opinion of the Director of Port Construction and Maintenance, materially reduce the effectiveness and/or the expected longevity of the materials in the use for which they are intended shall be rejected. Rejected materials shall be replaced at once, with suitable materials in kind, by the Contractor, and at his own expense.

4 DELIVERY:

- (a) The Contractor is to deliver the materials covered by this Specification by truck and shall prepay any and all delivery charges. Delivery is required in truck load quantities, of 20 piles or less.
- (b) Layers of pilings must have a separation of four (4) inches between each layer with a "sticker" placed proportionately at the front, center, and end of each pile layer, to allow sling placement for safe unloading.
- (c) Piles broken or damaged before delivery will not be accepted unless the Director of Port Construction and Maintenance elects to accept the undamaged portion of the pile at the unit price in the Proposed Schedule.

5 PILE MARKING:

The lengths of each pile shall be plainly marked with the aluminum paint on the pile butt, employing numerals at least six (6) inches high, and in such a position that the lengths can be readily checked by City forces at time of delivery and placement in the pile yard.



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

Prohibited Contributors (Bidders) CEC Form 55

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

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

Bid/Contract/BAVN Number (or other identifying information if no number):

E-853 / #19081

Date Bid Submitted:

2-18-14

Description of Contract:

treated creosote pile

Awarding Authority (Department):

City of Los Angeles - Harbor Department

BIDDER

Name: ABCO TRADING COMPANY

Address: P.O. Box 70220, LA, CA 90070

Email (optional): abcocom@aol.com Phone: 213-980-9110

State Contractor ID: 611281

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

PRINCIPALS

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

Name: FRED BEHFARIN Title: President

Address: P.O. Box 70220, LA CA 90070

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

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



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

Prohibited Contributors (Bidders) CEC Form 55

SUBCONTRACTORS

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

Subcontractor: _____

Address: _____

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

Subcontractor: _____

Address: _____

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

Subcontractor: _____

Address: _____

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

Subcontractor: _____

Address: _____

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

Subcontractor: _____

Address: _____

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

Subcontractor: _____

Address: _____

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

Subcontractor: _____

Address: _____

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

Subcontractor: _____

Address: _____

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

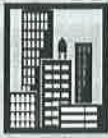
Subcontractor: _____

Address: _____

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

_____ additional sheets are attached.

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



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

Prohibited Contributors (Bidders) CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

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

Name: FRED BOEHARIN Title: President
 Address: P.O. Box 70220, LA, CA 90070
 Subcontractor: _____

Name: _____ Title: _____
 Address: _____
 Subcontractor: _____

Name: _____ Title: _____
 Address: _____
 Subcontractor: _____

Name: _____ Title: _____
 Address: _____
 Subcontractor: _____

Name: _____ Title: _____
 Address: _____
 Subcontractor: _____

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

Subcontractor: _____
 Subcontractor: _____

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

CERTIFICATION

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

Date: 2-18-14 Signature: [Signature]
 Name: FRED BOEHARIN
 Title: President

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

Bidder Description Form

BIDDER:

Contract Title: TREATED CREOSOTE PILE : BID # F-853
Business Name: ABCO TRADING COMPANY Award Total: \$ _____
Local Business Enterprise: YES NO _____ (Check only one)
Address: 3435 WILSHIRE BLVD. SUITE #2365
City/State/Zip: LOS ANGELES, CA 90010
Telephone: (213) 380-9110 FAX: (213) 380-9199
Contact Person/Title: FRED BEHFARIN - PRESIDENT
Email Address: ABCOCM@Ad.COM

SUBCONTRACTOR:

Business Name: BRIDGEWELL RESOURCES Award Total: \$ _____
Services/goods to be provided: TREATED CREOSOTE PILE
Local Business Enterprise: YES _____ NO (Check only one)
Address: 10200 SW GREENBURG ROAD, SUITE 500
City/State/Zip: TIGARD, OR 97223
Telephone: (503) 872-3566 FAX: (503) 238-2671
Contact Person/Title: MIKE ROWAN
Email Address: MROWAN@BRIDGEWELLRES.COM

SUBCONTRACTOR:

Business Name: _____ Award Total: \$ _____
Services/goods to be provided: _____
Local Business Enterprise: YES _____ NO _____ (Check only one)
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email address: _____

SUBCONTRACTOR:

Business Name: _____ Award Total: \$ _____
Services/goods to be provided: _____
Local Business Enterprise: YES _____ NO _____ (Check only one)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email Address: _____

*Attach additional sheets if necessary

AFFIDAVIT OF COMPANY STATUS

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

ABCO TRADING COMPANY

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 agreement."

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: [Handwritten Signature]
Printed Name: FRED BEHFARIN

Title: President
Date Signed: 2.18.14

NOTARY:

On this 18 day of FEB, 2014, before me appeared Fred Behfarin to me personally known, who being duly sworn, did execute the Name

foregoing affidavit, and did state that he/she was properly authorized by:

ABCO Trading Company to execute the affidavit and did so as his or he free act and deed.
Name of Firm

SEAL



Notary Public: [Handwritten Signature]
Commission Expires: Oct 27, 2017

PLEASE SEE ATTACHED
CURRENT CALIFORNIA
NOTARY FORM

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On 2/18/14 before me, Amy Lee Duong, Notary Public
(Here insert name and title of the officer)

personally appeared Fred Behfarin

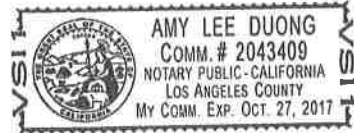
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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.

Amy Lee Duong
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____