

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

BID NO. F-1276 Page 1
Show this number on envelope

Purchase Order No. _____
(internal use only)

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: ANAHEIM CA ON THE 12 DAY OF Feb, 2026
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name GANAHL Lumber

Phone 7142392172 Fax 7147724237

Address 1220 G Ball Rd ANAHEIM CA 92805
Street City State Zip

Signature #1 [Signature] Printed Name Peter Ganahl Printed Title Chair

Signature #2 [Signature] Printed Name BRAD STEINBERG Printed Title CEO

(Approved Corporate Signature Methods)

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

NOTARIZATION: ALL 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 _____, 2026 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>April 7, 2026</u> , 2026 City Attorney BY <u>[Signature]</u> Deputy
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FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1276
(SHOW THIS NUMBER ON ENVELOPE)

SUBMIT BID TO:

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

OFFICE HOURS:

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

BID DUE BEFORE

11:00 A.M

**Wednesday
February 25, 2026**

Buyer: D. Nappi, Procurement Analyst dnappi@portla.org

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

SIKA COATINGS

This Formal Request for Bid is requested for the ONE-TIME PURCHASE ORDER requirements of the Los Angeles Harbor Department for: "**SIKA COATINGS**" to be furnished and delivered as may be required from the effective date of this agreement.

PRICES TO INCLUDE ALL CHARGES AND FEES EXCLUDING SALES TAX. "CHARGES AND FEES" INCLUDE BUT ARE NOT LIMITED TO DELIVERY, FREIGHT, SHIPPING, HANDLING, ETC.

****THIS SECTION INTENTIONALLY LEFT BLANK****

REQ. NO.: REQ18750
NOTIFY: K. Reeser

STATE TIME OF DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER.
TERMS NET % DISCOUNT FOR PAYMENT WITHIN 30 DAYS.
BIDDER MUST SIGN THIS BID ON PAGE 1.

PAGE 2

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BID NO. F-1276
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ITEMIZED PRODUCT INFORMATION AND PRICING DETAILS:

Line	Unit	Qty.	Description	Unit Price Each (EA)	Extended Price (Unit*Qty)
1.	KIT	152	SIK – SIKALASTIC 100 VB 4GAL KIT 780503; 48KTS/PLT 4 GAL KIT: 3GAL PART A; 1GAL PART B (VAPOR BLOCKING PRIMER KIT) <u>Kit Component Breakdown:</u> SIK – SIKALASTIC 100 VB 3G PART A 780503 – PART A 3GAL PAIL (VAPOR BLOCKING PRIMER PART A) SIK – SIKALASTIC 100 VB 1G PART B 780503 – PART B 1GAL PAIL (VAPOR BLOCKING PRIMER PART B)	\$ 243 ⁶²	\$ 37030.24
2.	PAIL	81	SIK – SIKALASTIC P281 FS 4.5G 816426 4.5 GAL PAIL (FORMALLY MSEALP281FS FAST CURE TRAFFIC COATING)	\$ 599 ⁹⁹	\$ 48,599.19
3.	PAIL	168	SIK – SIKALASTIC M 290 FS 4.5G 812134 4.5GAL PAIL (FORMALLY MSEAL M 290FS)	\$ 798.81	\$ 134,200.08
4.	PAIL	81	SIK – SIKALASTIC TC 297 FS 4.5G 815334 4.5GAL PAIL (FORMALLY MSEAL TC 297 FS)	\$ 669 ⁰⁰	\$ 54,189.00
5.	PAIL	94	SIK – SIKALASTIC TC 299 FS 5G 813055 5GAL PAIL (FORMALLY MSEAL TC 299FS SIKALASTIC)	\$ 622 ⁰⁰	\$ 58,468.00
6.	BOX	8	SIK – SIKALASTIC 918 FS 812136 1PC/BOX SIKALASTIC 55LB CARTON (FORMALLY MSEAL 918FS) *MUST CALL SIKALASTIC REP FOR PRICING	\$ 755 ⁰⁰	\$ 6040.00
7.	PAIL	27	SIK – SIKALASTIC 908 FS 5G 812137 5GAL PAIL (FORMALLY MSEAL 908FS)	\$ 665 ⁰⁰	\$ 17955.00
8.	EACH (SAUSAGE)	375	SIK – SIKAFLEX 1A ALUM GRAY SAUSAGE ALUMINUM GRAY 20/CTN 10000PLT 91002 SAUSAGE POLYURETHANE SEALANT	11.75	4406.25
9.	EACH	22	SIK – SIKAFLOOR PGM 155 S GRY 275 50184174 10LB/CS LIGHT SILVER GREY POWDER PIGMENT	223.65	4920.30

Ganahl Lumber Co.
1220 E. Ball Rd.
Anaheim, CA 92805
Bob Barnard (714) 239-2172
bobbarnard@ganahl.com

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REQUIRED SUPPLEMENTAL BID SUBMISSION ATTACHMENTS:

- Attachment A: Insurance Certification
- Attachment B: Bidder Certification - CEC Form 50
- Attachment C: Prohibited Contributors - CEC form 55
- Bidder's Form W-9
- California Out of State Withholding Form (if applicable)
- City of Los Angeles Business Tax Registration Certificate (BTRC) or BTRC Exemption Notice

BIDDERS INSTRUCTIONS

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

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

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

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

BID SUBMITTAL TIMELINESS

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

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

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CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1276
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VENDOR CONTACT INFORMATION

Contact Person: Xo Bob BARNARD

Title: Incl. Sales

Telephone No.: 714 239 2172

Fax No.: 714 772 4237

E-Mail Address: lobbb@gavah.l.com

24 Hour Contact No.: 714 3138533

CONTRACTUAL TERMS SECTION

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.

TERMINATION FOR NON-APPROPRIATION. The Port's (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.

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

Yes: No:

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

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

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

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WARRANTY. Terms of warranty on equipment offered. Free PARTS & SERVICE (LABOR) for defective parts and workmanship for the following time period after equipment has been accepted (specify time period): per mbr (required.)

INDEMNIFICATION AND INSURANCE

DISCLOSURE OF INSURANCE CERTIFICATIONS:

Bidders are required to complete and submit **Attachment A – Insurance Certification** with their bid. **Attachment A** is used to certify which types of insurance coverage the Bidder has posted to the City of Los Angeles' insurance compliance platform, **KwikComply** (available at <https://kwikcomply.org>). The insurance certificates referenced in **Attachment A** must be **current, active, and not expired** at the time of bid submission. **Attachment A** includes a list of various types of insurance coverage that may be required depending on the nature of the work being contracted. It is the **Bidder's sole responsibility** to ensure that any insurance coverage on file with KwikComply is appropriate and sufficient for the type of goods and/or services being procured under this RFB. **Attachment A** also includes an option for the Bidder to indicate that **no insurance coverage is required** for the goods and/or services being quoted.

KWIKCOMPLY:

Insurance documents shall be sent directly via electronic submission as the required method of submitting Consultant's insurance documents. Kwik Comply is the City's online insurance compliance system. The system is 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 Kwik Comply include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. Consultant's insurance broker or agent shall obtain access to Kwik Comply at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on Consultant's behalf. For further clarification on Insurance procedures, coverage information and documentation, please **contact POLA Risk Management** via email at riskmanagement@portla.org.

MATERIAL, EQUIPMENT, SERVICE

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

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

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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.

BUSINESS HOURS: Vendor to indicate business hours:

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

Saturday: 7 A.M. to 4 P.M.

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

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.

SAFETY APPROVAL. Electrical items listed herein shall have UNDERWRITER'S LABORATORY OR LOS ANGELES CITY ELECTRICAL TESTING LABORATORY approval and meet all current OSHA and CAL-OSHA requirements, where applicable

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

DELIVERY

DELIVERY. Delivery is desired within 3 days after vendor receives order. If this time cannot be met, show in the space provided at the bottom of page two (2) the best delivery time you can guarantee. The Harbor Department reserves the right to make award based on delivery time quoted.

DELIVERY POINT. Prices to include all delivery charges, F.O.B. Harbor Department, 500 Pier A street, Contracts & Purchasing Warehouse – Wilmington, CA 90744. Attn: Construction and Maintenance Division.

NOTIFICATION. The vendor shall notify Marco Santa Cruz, in office at (310) 732-935-8136 msantacruz@portla.org of the Los Angeles Port Police, Fiscal Operations Division at not less than three (3) days in advance that the equipment is ready for delivery to confirm delivery point.

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FINANCIAL TERMS

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

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

SALES TAX PERMIT. Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: SYEA 24-126976

TAX CODE 4. (Out of State Vendors) - Plus applicable sales and/or use tax to be paid directly to the State of California unless vendor has a California Tax Permit Number which must appear on the invoice.

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.

TIME AND MATERIALS WITH NO FIXED FEE. All invoices with payments for time and materials must be supported by time sheets.

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.

SELECTED BIDDER SHALL PROVIDE A COPY OF THE COMPANY'S W-9 FORM.

THERE IS A CALIFORNIA STATE TAX WITHHOLDING REQUIREMENT FOR OUT-OF-STATE VENDORS. IF THE W-9 FORM INDICATES AN ADDRESS OUTSIDE OF CALIFORNIA, A TAX WITHHOLDING FORM SHALL BE REQUIRED WITH BIDDERS SUBMISSION DOCUMENTS.

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

BTRC Number: 045574-77 BTRC Exemption Number: _____ (if applicable).

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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: GAHAHL Lumber Co
ADDRESS: PO Box 31
ANAHEIM CA 92815

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.

GENERAL RULES AND REGULATIONS

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.

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.

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.

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

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CITY OF LOS ANGELES
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campaign contributions and fundraising.

COMPLIANCE WITH LAWS. Vendor shall comply with all applicable Ordinances, laws, Rules and Regulations of the City and of any County, State or Federal Government, or subdivision thereof. This applies even though such requirements may not be specifically mentioned in the Specifications or shown on the Plans.

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: 111945 (required)

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

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

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

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GENERAL CONDITIONS READ CAREFULLY

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- INSPECTION:** All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to accrued charges.
- INVOICING:** The point of free delivery, terms, contract number, name and address of department must appear on all invoices.

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

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

Prepaid charges for transportation must be accompanied by original expense bill marked paid and is not subject to transportation tax, due to the exemption permitted municipalities as indicated.

Materials shall be listed separately on invoices covering repairs or installation service.

The Harbor Department will not be responsible for services, materials, or supplies furnished without prior authorization from the Director of Contracts and Purchasing.

This contract must not be assigned or transferred to anyone without the written approval of the Director of Contracts and Purchasing.

Discount period to be computed from date of receipt of invoice, or complete acceptance of goods or services, whichever is the later date.

In case of delay of payment beyond 30 days after acceptance of goods or services or date of invoice, whichever is later, please write the Harbor Department Accounting Section giving the contract number, stating to which division and on what date delivery was made.

Harbor Department may pay on partial deliveries, but right is reserved by the Director of Contracts and Purchasing to require complete delivery before payment.

- 12. TIME AND MATERIALS WITH NO FIXED FEES:** ALL INVOICES WITH PAYMENTS FOR TIME AND MATERIALS MUST BE SUPPORTED / BACKED UP BY TIME SHEETS.

NOTE: THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE TIME SHEETS.

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

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1276

(SHOW THIS NUMBER ON ENVELOPE)

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

20. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.
21. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
22. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year 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

CITY OF LOS ANGELES
HARBOR DEPARTMENT - PURCHASING DIVISION

BID TRANSMITTAL

TO: Ken Reeser DATE: 03/11/2026
PURCHASE REQUISITION NO: REQ18750 BID NO: F-1276

DESCRIPTION: SIKA COATINGS

Attached for your review is the lowest Bid complying with specifications related to the above-described Requisition. Your approval signature is required to proceed with the procurement process. A recommendation for award must be made to the lowest bidder that is in compliance with all specifications. If you are recommending an award away from the lowest, responsive, responsible bidder, please identify the alternate bidder and include a justification below.

BUYER'S NOTES: Suggested vendor Beacon Sales DBA QXO did not participate in bid submission opportunity.

LOWEST BIDDER COMPLYING WITH SPECIFICATIONS AND CONTRACTUAL REQUIREMENTS: Ganahl Lumber

ALTERNATE RECOMMENDATION:

REQUESTING DIVISION'S JUSTIFICATION:

Approval: Ken Reeser Date: 3/11/2026
(signature)

Purchasing this item is delayed until this form is signed and returned to Purchasing staff.

What happens after Purchasing receives my signed Bid Transmittal?

If purchase is less than \$100K; a PO will be drafted and award made as recommended.

If purchase is between \$100K-\$150K; winning bid is forwarded to City Attorney for review and then forwarded to Senior Manager for signature.

If purchase is more than \$150K; approved bid is forwarded to the City Attorney for review. Award cannot be initiated until after the Board approves the purchase. It is the requesting division's responsibility to notify Purchasing that the bid/contract has been approved by the BHC.

If you have any questions regarding this bid, please contact Buyer, Danielle Nappi.

DATE:	3/11/2026	RECAP	DEPT:	C&M
BUYER:	D. Nappi		REQ. NO.:	REQ18750

ITEM DESCRIPTION: SIKKA COATINGS

Bid No.: F-1276 Bid Due Date: 02/25/2026

VENDOR:	Ganahl Lumber	VENDOR:	White Cap, LP	VENDOR:	SRS Distribution
VENDOR NO.:		VENDOR NO.:		VENDOR NO.:	
ADDRESS:	1220 E Ball Rd	ADDRESS:	101 S.Mission Rd.	ADDRESS:	7940 State Highway 121
	Anaheim, CA 92808		Los Angeles, CA 90033		McKinney, TX 75070
FAX:	714-772-4237	FAX:	N/A	FAX:	219-941-4156
PHONE:	714-239-2172	PHONE:	323-475-3511	PHONE:	214-491-4149
QUOTED BY:	Bob Barnard	QUOTED BY:	David Oropeza	QUOTED BY:	Alex Abelson
TERMS:	Net 30	TERMS:	Net 30	TERMS:	Net 30
Leadtime:	N/A	Leadtime:	7-21 Days	Leadtime:	30 Days
DELIVERY DATE:	N/A	DELIVERY DATE:	N/A	DELIVERY DATE:	N/A
DEL. CHARGE:	N/A	DEL. CHARGE:	N/A	DEL. CHARGE:	N/A
F.O.B.:	Destination	F.O.B.:	Destination	F.O.B.:	Destination

ITEM	EST. QTY.	ITEM	UNIT PRICE	Ext. Price	ITEM	UNIT PRICE	Ext Price	ITEM	UNIT PRICE	Ext Price
1	152	SIK - Sikalastic 100 VB 4GAL Kit	\$ 243.62	\$ 37,030.24	SIK - Sikalastic 100 VB 4GAL Kit	\$ 249.24	\$ 37,884.48	SIK - Sikalastic 100 VB 4GAL Kit	\$ 246.35	\$ 37,445.20
2	81	SIK - Sikalastic P281 FS 4.5G	\$ 599.99	\$ 48,599.19	SIK - Sikalastic P281 FS 4.5G	\$ 642.64	\$ 52,053.84	SIK - Sikalastic P281 FS 4.5G	\$ 635.20	\$ 51,451.20
3	168	SIK - Sikalastic M 290 FS 4.5G	\$ 798.81	\$ 134,200.08	SIK - Sikalastic M 290 FS 4.5G	\$ 817.20	\$ 137,289.60	SIK - Sikalastic M 290 FS 4.5G	\$ 807.70	\$ 135,693.60
4	81	SIK - Sikalastic TC 297 FS 4.5G	\$ 669.00	\$ 54,189.00	SIK - Sikalastic TC 297 FS 4.5G	\$ 697.19	\$ 56,472.39	SIK - Sikalastic TC 297 FS 4.5G	\$ 689.10	\$ 55,817.10
5	94	SIK - Sikalastic TC 299 FS 4.5G	\$ 622.00	\$ 58,468.00	SIK - Sikalastic TC 299 FS 4.5G	\$ 653.67	\$ 61,444.98	SIK - Sikalastic TC 299 FS 4.5G	\$ 646.00	\$ 60,724.00
6	8	SIK - Sikalastic 918 FS	\$ 755.00	\$ 6,040.00	SIK - Sikalastic 918 FS	\$ 780.00	\$ 6,240.00	SIK - Sikalastic 918 FS	\$ 770.95	\$ 6,167.60
7	27	SIK - Sikalastic 908 FS 5G	\$ 665.00	\$ 17,955.00	SIK - Sikalastic 908 FS 5G	\$ 686.29	\$ 18,529.83	SIK - Sikalastic 908 FS 5G	\$ 678.35	\$ 18,315.45
8	375	SIK - Sikaflex 1A Alum Gray Sausage	\$ 11.75	\$ 4,406.25	SIK - Sikaflex 1A Alum Gray Sausage	\$ 9.23	\$ 3,461.25	SIK - Sikaflex 1A Alum Gray Sausage	\$ 9.80	\$ 3,675.00
9	22	SIK - Sikafloor PGM 155 S GRY 275	\$ 223.65	\$ 4,920.30	SIK - Sikafloor PGM 155 S GRY 275	\$ 218.40	\$ 4,804.80	SIK - Sikafloor PGM 155 S GRY 275	\$ 260.10	\$ 5,722.20
		Total Bid		\$ 365,808.06			\$ 378,181.17	Total Bid		\$ 375,011.35
		SLB Discount		\$ -	SLB Discount		\$ -	SLB Discount		
		Local Bus Pref(10%)			Local Bus Pref(10%)		\$ -	Local Bus Pref(10%) (N/A)		
		ADJUSTED TOTAL		\$ 365,808.06	ADJUSTED TOTAL		\$ 378,181.17	ADJUSTED TOTAL		\$ 375,011.35

AWARDED TO:	VENDOR #	P.O. #	ITEMS
Ganahl Lumber			9 line items

1 \$365,808.06
2
3 \$375,011.35

Comments:
Award to low bidder Ganahl Lumber. Suggested vendor did not participate in bid submission opportunity.

DATE: 02/10/26

RE: Insurance Requirements

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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 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

DATE: 02/10/26

RE: Insurance Requirements

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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.

SUBCONTRACTORS

Where Vendor retains subcontractors, independent contractors or other vendors under this Agreement, Consultant shall require and verify that all such entities maintain insurance coverage as set forth herein and shall ensure that City is named an additional insured on such insurance coverage.

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 contract with the City of Los Angeles Harbor Department. For each contractually required insurance, the Vendor shall give to the Board of Harbor Commissioners a 10-days prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-days prior notice of cancellation or reduction in coverage for any other reason, by written notice via registered mail and addressed to the City of Los Angeles Harbor Department, Attention: Risk Manager and the City Attorney's Office, 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. 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, KwikComply Certificate Approval Numbers (CA#s), in accordance with the types and in the minimum limits shown below:

NOTE

FAILURE TO SUBMIT KWIKCOMPLY CERTIFICATE APPROVAL NUMBER(S) (CA#S) WITHIN (10) DAYS UPON RECEIPT OF NOTICE OF INTENT TO AWARD WILL DEEM THE BIDDER NON-RESPONSIVE AND THE PROSPECTIVE AWARD MAY BE CANCELLED.

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RE: Insurance Requirements

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General Liability Insurance

Where Vendor's operations involve work and/or activities on City of Los Angeles Harbor Department property, 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) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Vendor. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Vendor's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as additional insureds.

Where Vendor's operations involve work within 50 feet of railroad track on or within the City of Los Angeles Harbor Department property, Vendor's Commercial General Liability coverage shall also have the railroad exclusion deleted.

Auto Liability Insurance

Where Vendor utilizes any vehicles, 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) 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. Additionally, each policy shall include an additional insured endorsement (CG 2048 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as additional insureds.

Where City owned vehicles are in the custody of the Vendor for towing or hauling, Vendor shall additionally procure and maintain On-Hook Liability insurance, subject to the same terms as noted above. As a minimum, such coverage shall include, but not be limited, to damage for: Collision, Fire, Theft, Explosion and Vandalism.

Where City owned vehicles are in the custody of the Vendor for safekeeping, storage and repair, Vendor shall additionally procure and maintain Garagekeepers Legal Liability insurance in the amount of \$1,000,000, subject to the same terms as noted above.

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RE: Insurance Requirements

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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. Where Vendor's operations involve work and/or activities on City of Los Angeles Harbor Department property, 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.

Coverage for Maritime Employers Liability shall be provided for divers performing underwater or diving activity, and for employees not subject to the U.S. Longshore and Harbors' Compensation Act nor Jones Act. Only commercially certified divers shall be used.

Professional Liability or Technology Errors and Omissions Liability (Tech E&O)

Where Vendor is performing professional services or technology related services, Vendor is required to provide Professional Liability insurance with respect to negligent or wrongful acts, errors or omissions, or failure to render services, including but not limited to, computer or information technology services or technology products, in connection with the professional services to be provided under this Purchase Order. This insurance shall protect against claims arising from all products and professional services of the insured, or by its employees, agents, or contractors, and include coverage (or no exclusion) for contractual liability. Tech E&O shall include coverage for Privacy and Network Security.

Such professional liability insurance shall be maintained in the amount of One Million Dollars (\$1,000,000) per claim/aggregate, including Notification Costs, which covers work to be performed pursuant to this Purchase Order and that it will keep such insurance or its equivalent in effect at all times during performance of said Purchase Order and until two (2) years following the completed term of the Purchase Order.

Notice of occurrences of claims under the policy shall be made to the City Attorney's office with copies to Risk Management.

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RE: Insurance Requirements

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Ocean Marine Liability

Where Vendor operates watercraft, Vendor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connections with Vendor's operations, including, where applicable, Marina Operator, Terminal Operator, Wharfinger, and/or Vessel Own operations. The cost of the insurance shall be borne by Vendor. The coverage shall be 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 Rating is not available). Coverage shall include, but not be limited to:

- (i) Hull and machinery coverage up to the value of the vessel(s);
- (ii) Protection and Indemnity coverage with combined single limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury, illness, death, loss of or damage to the property of another, and Jones Act risks or equivalent thereto internationally.
- (iii) Ship repairers legal liability to cover loss, damage or expenses to any property temporarily in the Consultant's care, custody or control.
- (iv) Vessel pollution liability with limits shall be equal to the Protection and Indemnity limits. Pollution liability shall include coverage for bodily injury, including death and mental anguish, property damage, defense costs and cleanup costs as well as fines and penalties. Such coverage shall contain a defense of suits provision and a severability of interest clause.

Coverage shall contain a defense of suits provision and a severability of interest clause. Each policy shall also contain an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents, and employees as additional insureds.

Pollution Liability Insurance or Environmental Impairment Liability

Where Vendor's operations involve any type of hazardous materials or pollutants, Vendor shall procure and maintain throughout the term of this Purchase Order, at its cost, Pollution Liability 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 Rating is not available), with Vendor's normal limits of liability but not less than Two Million Dollars (\$2,000,000) combined single limit for injury or death or property damage arising out of each accident or occurrence covering Vendor's services under this Agreement. 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. Vendor's pollution liability shall include coverage for losses caused by pollution conditions that arise from the operation of Vendor described under the scope of services of this Purchase Order and include: (a) on-site and off-site coverage for bodily injury, sickness, disease, mental anguish or shock sustained by a person, including death; (b) on-site and off-site property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed; (c) on-site and off-site defense including costs, charges and expenses

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RE: Insurance Requirements

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incurred in the investigation adjustment or defense of claims for such compensatory damages.

Non-owned disposal site coverage shall also be provided if Vendor is handling, storing or generating hazardous materials or any material/substance otherwise regulated under governmental laws/regulations.

The insurance provided shall contain a severability of interest clause and shall provide that any other insurance maintained by the Harbor Department shall be excess of Vendor's insurance and shall not contribute with it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and severability of interest clause, have no exclusions for Contractual Liability, have no restrictions for Sole Liability of Vendor, and shall not contain any other exclusions contrary to this Agreement.

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 and Non-Contributory additional insureds.

Aircraft Liability

Where Vendor uses or operates aircraft and/or unmanned aerial systems, Vendor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the ownership, maintenance or use of aircraft and/or unmanned aerial systems.

Where Vendor is not the "owner" of the aircraft and/or unmanned aerial systems and there is a "leased" pilot, Vendor will need to provide evidence of Aircraft Liability from the charter company or aircraft and/or unmanned aerial systems owner. Said insurance should specify that the pilot is furnished with the chartering of the aircraft and/or unmanned aerial systems. Coverage should be endorsed to include "Sling Load" if there is any cargo to be transported and attached to the belly of the aircraft and/or unmanned aerial systems. Each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming Vendor and the City of Los Angeles Harbor Department, its officers, agents and employees as additional insureds.

Where Vendor is the "owner" of the aircraft and/or unmanned aerial systems and using employee pilots, then coverage should entail Owned & Non-Owned Aircraft. 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 additional insureds.

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RE: Insurance Requirements

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Where passenger aircraft is utilized, the policy shall include liability coverage for passengers with a limit of liability not less than One Million Dollars (\$1,000,000) per seat. The limit of liability for owned and non-owned aircraft and/or unmanned aerial systems shall not be less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate. Coverage shall include products and completed operations, property damage, and bodily injury.

Vendor shall City a waiver of subrogation which any insurer may acquire against City, its officers, officials, employees and volunteers, from Vendor by virtue of the payment of any loss. Vendor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

INITIAL HERE ACKNOWLEDGING INSURANCE REQUIREMENTS:

 (initial)

Upon submittal of KwikComply Certificate Approval Number(s), the contractor will receive written authorization to proceed.

NO WORK MAY BE PERFORMED WITHOUT SUCH WRITTEN AUTHORIZATION TO PROCEED.


This section is to be completed by Vendor prior to performing work/activities authorized under the Purchase Order. Form shall be submitted to the Contracts & Purchasing Division's Procurement Analyst.

A. Vendor certifies that the KwikComply Certificate Approvals Number(s) referenced below meet the above insurance requirements as applicable to Vendor operations authorized under this Purchase Order.

KwikComply Certificate Approval Number(s):

B. N/A By checking this box, Vendor certifies that Vendor's operations as authorized under this Purchase order, do not trigger any of the above insurance requirements.

Firm Name: Gannett Lumber Co

Authorized Signature of Firm: 

Authorized Name and Title: Bob Barnard