

BID RECAP SHEET

TRANSMITTAL #1

VENDOR		Bridgewell Resources	Gemeni Forest	Pacific Wood	Stella Jones	
CITY		Tigard, OR	Los Alamitos	Bakersfield	St. Laurent, QC	
ITEM	QTY					
1.	1	\$ 794.00	\$ 895.00	\$ 754.00	\$ 799.00	
		\$ 794.00	\$ 895.00	\$ -	\$ 799.00	
2.	622	\$ 998.00	\$ 1,053.91	\$ 977.00	\$ 968.00	
		\$ 998.00	\$ 1,053.91	\$ -	\$ 968.00	
3.	36	\$ 1,134.00	\$ 1,147.17	\$ 1,140.00	\$ 1,031.00	
		\$ 1,134.00	\$ 1,147.17	\$ -	\$ 1,031.00	
4.	1	\$ 1,264.00	\$ 1,355.54	\$ 1,354.00	\$ 1,178.00	
		\$ 1,264.00	\$ 1,355.54	\$ -	\$ 1,178.00	
5.	1	\$ 1,694.00	\$ 1,724.76	\$ 1,987.00	\$ 1,385.00	
		\$ 1,694.00	\$ 1,724.76	\$ -	\$ 1,385.00	
6.	24	\$ 2,897.00	\$ 1,926.70	\$ 2,776.00	\$ 2,090.00	
		\$ 2,897.00	\$ 1,926.70	\$ -	\$ 2,090.00	
7.						
8.						
9.						
10.						
TOTAL OTHER PG.		\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL		\$ 734,860.00	\$ 747,046.24	\$ 719,453.00	\$ 692,734.00	\$ -
DISCOUNT TOTAL		\$ 734,860.00	\$ 747,046.24	\$ 719,453.00	\$ 692,734.00	\$ -
DELIVERY			30 days	30 days	30-45 days	
BILLING DISCOUNT		0.00%	0.00%	1.00%	0.00%	
BILLING DAYS		30	30	10	30	
SLB (10%)						
SLB NET PRICE						
F.O.B.						
AWARDED TO:	VENDOR #	P.O. #	ITEMS	REASONS		
DATE: 10/26/10		PAGE: 1 OF 1			BID NO.: F-707	
BUYER: Michelle Johnson						

TO: HARBOR DEPARTMENT PURCHASING OFFICE

BID NO. F-707 Page 1

BY MAIL: P. O. Box 786, Wilmington, CA 90748

Show this number on envelope

DELIVERY: 500 Pier "A" Street, Berth 161

Wilmington, CA 90744

Contract No. 39539

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: Montreal, Quebec ON THE 12th DAY OF October, 2010
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Stella-Jones Corporation
Phone 514-934-8665 Fax 514-934-5327
Address 3100 Boul. de la Cote-Verte, Suite 300, St. Laurent, QC H4R-2J8
Signatures: George Lubeck (V.P. Finance and Treasurer), Marja Zichenbaum (Secretary)

(AFFIX CORPORATE SEAL HERE)

- a) Two signatures: One by Chairman of Board of Directors, President, or a Vice-President and one by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.
b) One signature by corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign.

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

County of CANADA/QUEBEC
District of MONTREAL
State of S.S.
Subscribed and sworn this date October 12th, 2010
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
City Attorney
BY Deputy KENNETH F. MOTTLED

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-707

<p style="text-align: center;">SUBMIT BID TO :</p> <p>By Hand: Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744</p> <p>By Mail: Los Angeles Harbor Department Purchasing Office P. O. Box 786 Wilmington, CA 90748</p>	<p>BID DUE BEFORE 2:00 P.M. October 26, 2010</p>
<p><i>MJ 10-6-10</i></p> <p>Buyer: Michelle Johnson, Procurement Supervisor (310) 732-3890</p>	<p>BIDS WILL BE PUBLICLY OPENED</p>

ALL ITEMS REQUESTED MAY BE QUOTED AS OR EQUAL.

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
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THIS IS A REBID OF BID NO. F-695

BIDS are requested for the annual requirements of the Los Angeles Harbor Department for Treated Creosote Pile to be furnished and delivered as may be required during the contract period commencing December 1, 2010 and ending November 30, 2011.

	Estimated Annual Usage			
1.	1	EACH \$ 799.00	\$ 799.00	
		TREATED CREOSOTE PILE, 50' Length. 11-0605		
		State Brand & Part No. Quoting: SJC-11PX0050SZ14A014		
2.	622	EACH \$ 968.00	\$ 602,096.00	
		TREATED CREOSOTE PILE, 65' Length. 11-0655		
		State Brand & Part No. Quoting: SJC-11PX0065SZ14A014		
3.	36	EACH \$ 1031.00	\$ 37,116.00	
		TREATED CREOSOTE PILE, 70' Length. 11-0715		
		State Brand & Part No. Quoting: SJC-11PX0070SZ14A014		

REQ. NO.: S-16384 NOTIFY: Mark Weisenberger 10/06/10 MJ:ap PAGE 2	STATE TIME OF DELIVERY: 30/45 DAYS AFTER RECEIPT OF ORDER TERMS 0 % DISCOUNT FOR PAYMENT WITHIN 30 DAYS. BIDDER MUST SIGN THIS BID ON PAGE 1
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Deborah...

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-707

AUTHORIZED DISTRIBUTOR/DEALER:

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

Yes: _____

No: *DK*

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.

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: _____.

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

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CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-707

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

Company: Stella-Jones Corporation
Address: 25 Braid Street
City: New Westminster, BC, Canada V3L 3P2

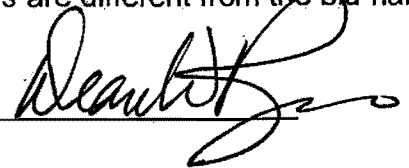
DELIVERY. Delivery is desired within **20 days** after vendor receives order. If this time cannot be met, show in the space provided on the Bid Sheet the best delivery time you can guarantee. The Harbor Department reserves the right to make award based on delivery time quoted.

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: Stella-Jones Corporation

ADDRESS: PO Box 347077

Pittsburgh, PA 15251-4077



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.

ESTIMATED EXPENDITURE: Total expenditures under this contract are estimated to be \$ 800,000.00 annually. No guarantee can be given that this total will be reached or that it will not be exceeded. Vendor agrees to furnish more or less at the unit prices quoted in accordance with actual requirements throughout the contract period, however, this amount may not be exceeded without prior written approval from the Director of Contracts & Purchasing.

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.

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-707

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: 3 %

During Second Renewal Period, Price increase shall not exceed: 3 %

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.

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;

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-707

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.

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 3 % during the remainder of the first year of the contract. Maximum increase shown by bidder will be a factor in determining successful bidder.

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.

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.

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

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-707

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

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.

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



STELLA-JONES CORPORATION
6520 - 188TH NE
ARLINGTON WA 98223
WEBSITE: WWW.STELLA-JONES.COM

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

October 25, 2010

Attention Michelle Johnson, Procurement Supervisor

Greetings,
Thank you for the opportunity to offer pricing for you BID NO. F-707.

Stella-Jones is a leading supplier of treated wood utility poles, treated wood piling, industrial treated wood products, and consumer treated lumber products as well as railroad ties.

We look forward to continuing the relationship and high standards of performance you have come to expect. With the strong asset base of Stella-Jones behind us, we are committing ourselves to even higher standards of performance in the future.

SOUTHWEST REGIONAL SALES

Dean W. Rogers
Stella-Jones Corporation
2361 Grizzley Road
Virginia City Highlands NN10
Reno, NV 89521-7444
Telephone 775-847-0442
FAX 775-201-1843
eMail drogers@stella-jones.com

PAYMENT ADDRESS

Stella-Jones Corporation
PO Box 347077
Pittsburgh, PA 15251-4077

CORPORATE INFORMATION

Stella-Jones Corporation is a Wisconsin Corporation
EIN # 98-0463128
www.stella-jones.com

Thank you from all of us. We eagerly anticipate the opportunity to serving you in the future.

A handwritten signature in black ink, appearing to read 'Dean W. Rogers', is written over a white background.

Dean W Rogers
Director of Pole Sales - USA
Stella-Jones Corporation
tele#775.847.0442
fax#775.201.1843

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 Purchasing Division, 500 Pier "A" Street, P. O. Box 786, Wilmington, CA 90748. 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.

THE END