

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

BID NO. F-1173 Page 1
Show this number on envelope

Contract No. 40015

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: GARDENA CA ON THE 21 DAY OF JULY, 2023
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name BRANDSAFWAY SERVICES LLC

Phone 310-532-6690 Fax _____

Address 601 W 140TH STREET GARDENA CA 90248

Street City State Zip

Kendal Dale Garon RMO

Signature Printed Name Printed Title

Signature Printed Name Printed Title

(Approved Corporate Signature Methods)

(AFFIX CORPORATE SEAL HERE)

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

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

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

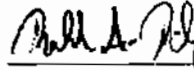
County of _____ State of _____ S.S. Subscribed and sworn this date _____, 2023 _____ Notary Seal Signature	In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below. By _____ Executive Director Harbor Department _____ Date	Approved as to form and legality _____ Aug 9, 2023 City Attorney By: _____ Deputy
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SECRETARY'S CERTIFICATE

I, Roald A. Richards, do hereby certify that I am the Secretary of BrandSafway Services, LLC, a Delaware limited liability company (hereinafter the "Company") and that I have been duly appointed and am presently serving in that capacity and hereby certify in my capacity as Secretary of the Company, and not in any individual capacity, as follows:

Kendal Dale Garon is expressly authorized to sign Bid No. F-1173 and any related documents, including any awarded contract documents, on behalf of BrandSafway Services, LLC in California through December 31, 2023.

IN WITNESS WHEREOF, the undersigned has affixed his signature this 9th day of August 2023.



Roald A. Richards
Secretary

STATE OF GEORGIA)
) ss:
COUNTY OF FULTON)

Sworn to and subscribed before me this 9th day of August 2023, by Roald A. Richards, known to me as the Secretary of BrandSafway Services, LLC.



Notary Public

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1173

SUBMIT BID TO:

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

OFFICE HOURS:

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

**BID DUE BEFORE
2:00 P.M.
JULY 28, 2023**

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

**BIDS WILL BE PUBLICLY
OPENED**

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

INTERIOR AND EXTERIOR SCAFFOLDING SERVICES

An agreement is requested for the Requirements of the Los Angeles Harbor Department (“Department” or “City”) for the above-referenced services, subject to the approval of the Executive Director or the Board of Harbor Commissioners. This Request for Cooperative Agreement is in accordance with the City of Los Angeles General Services Department (GSD) Contract C-131802, with BrandSafway Services LLC (“Contractor” or “Vendor”), per City of Los Angeles Administrative Code Division 10, Chapter 1, Article 2, Section 10.15 (a)(8), for the purchase of scaffolding services.

PRICES QUOTED ARE IN ACCORDANCE WITH CITY OF LOS ANGELES GENERAL SERVICES DEPARTMENT CONTRACT C-131802, COOPERATIVE PURCHASE ARRANGEMENT PER THE CITY OF LOS ANGELES ADMINISTRATIVE CODE DIVISION 10, CHAPTER 1, ARTICLE 2, SECTION 10.15 (a) (8), AND ARE TO INCLUDE ALL DELIVERY CHARGES AND FEES, EXCLUDING SALES TAX.

The terms of the City of Los Angeles General Services Department Contract C-131802, accessible at the following URL, are incorporated herein:

<https://cityclerk.lacity.org/lacityclerkconnect/index.cfm?fa=ccon.viewrecord&contractnum=C-131802>

REQ. NO.: E-23-0316 (83889)
NOTIFY: R. Bustamante
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BIDDER MUST SIGN THIS BID ON PAGE 1. WET SIGNATURES REQUIRED.

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1173

<p><u>SUBMIT BID TO:</u> Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744</p> <p><u>OFFICE HOURS:</u> 7:30 a.m. – 4:30 p.m. Monday through Friday (excluding Holidays)</p>	<p>BID DUE BEFORE 2:00 P.M. JULY 28, 2023</p>
<p>Buyer: Jacquelyn L. Estrada, Procurement Analyst Email: JEstrada@portla.org</p>	<p>BIDS WILL BE PUBLICLY OPENED</p>

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

LINE	DESCRIPTION	TAXABLE (Y/N)	UNIT	EST. QTY.*	UNIT PRICE	EXTENDED PRICE
1	Lump-Sum (Aggregate) Project Costs	YES	LOT	1	\$ 597,318.00	\$ 597,318.00
2	Exterior Scaffolding Installation and Rental Fees (Monthly) – As Needed	YES	Month	3	\$ 39,000.00	\$ 39,000.00
3	Interior Scaffolding Installation and Rental Fees (Monthly) – As Needed	YES	Month	3	\$ 31,500.00	\$ 31,500.00
Total (Excluding Sales Tax)						\$ 667,818.00

***Estimated quantities are included for informative and bid evaluation purposes only and are not intended to indicate or limit the actual usage rates of the contract.**

Please refer to the Project Description and attachments for additional information.

REQ. NO.: E-23-0316 (83889) NOTIFY: R. Bustamante Page 3	<p>BIDDER MUST SIGN THIS BID ON PAGE 1. WET SIGNATURES REQUIRED.</p>
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4. LABOR. Supplemental labor, if needed, shall include, but not be limited to: complete erection/dismantle, clean-up worksite, each trip, and miscellaneous related work that may be required during the course of the project. Per-Hour labor rates shall apply to on-site work only.

A. Classification: <u>PROJECT MANAGER/SUPERINTENDENT</u>	B. Classification: <u>SCAFFOLD BUILDER</u>
Straight time, per hour: <u>\$ 112.00</u>	Straight time, per hour: <u>\$ 104.00</u>
Minimum Hours Billed: <u>4</u>	Minimum Hours Billed: <u>4</u>
Regular Business Hours: <u>7AM-7PM</u>	Regular Business Hours: <u>7AM-7PM</u>
Overtime, per hour (Weekdays): <u>\$ 138.00</u>	Overtime, per hour (Weekdays): <u>\$ 130.00</u>
Minimum Hours Billed: <u>4</u>	Minimum Hours Billed: <u>4</u>
Overtime, per hour (Saturdays): <u>\$ 138.00</u>	Overtime, per hour (Saturdays): <u>\$ 130.00</u>
Minimum Hours Billed: <u>4</u>	Minimum Hours Billed: <u>4</u>
Overtime, per hour (Sundays): <u>\$ 168.00</u>	Overtime, per hour (Sundays): <u>\$ 160.00</u>
Minimum Hours Billed: <u>4</u>	Minimum Hours Billed: <u>4</u>
Overtime, per hour (Holidays): <u>\$ 168.00</u>	Overtime, per hour (Holidays): <u>\$ 160.00</u>
Minimum Hours Billed: <u>4</u>	Minimum Hours Billed: <u>4</u>

5. DELIVERY AND PICK-UP FEES.

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

- A. Delivery and Pick-Up of Scaffolding Materials, Small Load
 Load Size Under 5,000 LBS MAX LOAD Lbs. Included \$ 350.00
 Total, Both Ways, One-Time Fee:
- B. Delivery and Pick-Up of Scaffolding Materials, Large Load
 Load Size Over 10,000 LBS MAX LOAD Lbs. Included \$ 350.00
 Total, Both Ways, One-Time Fee:

6. THIRD-PARTY EQUIPMENT RENTAL FEES.

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

Vendor cost plus a mark-up of: 15 %

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PROJECT DESCRIPTION*

Project 2568100, "B.153 Clock Tower Water Damage Repair", is for repairs, waterproofing, and painting of the Berth 153 Clock Tower, which is a significant and prominent site at the Port of Los Angeles. The Clock Tower structure is currently experiencing water intrusion and water damage. This project is necessary to mitigate current and future water damage for the next five years. The project is for mitigation of water intrusion, and painting of the exterior and interior of the Clock Tower structure. The scaffolding services specified are for the interior, and the exterior in two (2) phases. The first phase will be the interior, and the second phase the exterior (see attachments). Access is through security gates, a warehouse roll-up door, two double flights of stairs, ship ladder stairs on interior, and an exterior wharf to the lower-level roof and lower balcony.

The current interior section will have 11 levels of scaffold platform approximately 21' x 22' with one elevated center riser at the top for a 12th level riser. The estimated project duration, after the installation of the interior scaffolding, is one (1) year.

*Subject to change by mutual agreement of City and Contractor.

GENERAL REQUIREMENTS*

Full requirements to be confirmed by Contractor and Los Angeles Harbor Department Personnel. See Project Specifications, Attachment A.

*Subject to change by mutual agreement of City and Contractor.

GENERAL CLAUSES - BIDDER'S INSTRUCTIONS

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

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

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

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

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

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

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

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

SURVIVABILITY. Contracts awarded using the authority provided by the GSD Contract will survive the GSD Contract itself. As a Customer purchasing the services, the Harbor Department will continue to receive ongoing service from the contracted Vendor at the agreed upon GSD Contract rate through the term of the Harbor Department Contract. The Harbor Department Contract terms and conditions will survive the authorizing GSD Contract through that final term and any subsequent renewals and extensions.

Upon the Contract termination, the Harbor Department and the Vendors may agree to further extend a placement. Such further extensions shall not be for more than twelve-month terms, and the Department will reserve the right to terminate these placements with 30 days' written notice and without termination penalties.

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CLAUSES/SPECIFICATIONS PARTICULAR TO MATERIAL, EQUIPMENT, SERVICE

CONTRACTOR CONTACT INFORMATION.

Contact Person: CARLOS LOPEZ
Title: PROJECT MANAGER
Telephone: 562-668-3444
Fax: _____
Email Address: CLOPEZ@BRANDSAFWAY.COM
24-Hour Contact Phone: 562-668-3444

BUSINESS HOURS.

Contractor to indicate business hours:

Monday-Friday: 7AM A.M. to 7PM P.M.

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

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

UNION HOLIDAYS. No work will be conducted on Southwest Carpenters Union, Local 562, Holidays, including: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, the Monday following the above holidays when falling on a Sunday, the Friday preceding Christmas and New Year's Day when falling on a Saturday.

RENTAL PERIOD.

Vendor to indicate minimum rental period, if any: 30 Days N/A

Monthly Rental Fees, if any, will be assessed based on a rental period of 30 Days N/A

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CONTRACTOR'S LICENSE. In accordance with Section 7028.15 of the Business and Professions Code, bidder must provide the following information:

Contractor's License No.: 972968
Class: C61/D39 C11 Expiration Date: 05/31/2024

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

Materials: _____ Labor: _____

Please attach additional warranty terms with bid, if applicable.

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

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

INITIAL HERE ACKNOWLEDGING TWIC REQUIREMENT:

CL (initial)

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.

STORM WATER POLLUTION PREVENTION PLAN, SWPPP. All work performed under any resulting contract within the Port of Los Angeles, as applicable, must be in accordance with the California Storm Water Best Management Practices (BMP) Handbooks. These practices prohibit the placement of any waste material resulting from the contractor's performance of work into the storm drain system as required by the City of Los Angeles Storm Water Pollution Prevention Plan (SWPPP) for Public Agency Activities.

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

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

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

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

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

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

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

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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 vicarious liability for the acts or omissions of the named insured. Such

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coverage is not expected to respond to the active negligence of the City of Los Angeles Harbor Department.

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

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

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

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

NOTE

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

General Liability Insurance

Vendor shall procure and maintain in effect throughout the term of this Purchase Order, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Vendor's normal limits of liability but not less than one million Dollars (\$1,000,000.00) combined 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

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clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days' notice of cancellation for nonpayment of premium, and a 30-days' notice of cancellation for any other reasons.

Auto Liability Insurance

Vendor shall procure and maintain at its expense and keep in force at all times during the term of this Purchase Order, automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than one million Dollars (\$1,000,000.00) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10- days' notice of cancellation for nonpayment of premium, and a 30-days' notice of cancellation for any other reasons.

Workers' Compensation and Employer's Liability

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

INITIAL HERE ACKNOWLEDGING INSURANCE REQUIREMENTS:

CDP (initial)

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

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

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FINANCIAL CLAUSES

PORTAL TO PORTAL. Please indicate if set-up labor time includes portal to portal transportation to:

Port of Los Angeles

Berth 153

Wilmington, CA 90744

Or, as directed by Harbor Department Personnel

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

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

BTRC Number: 0002809862

TIME AND MATERIALS WITH NO FIXED FEE. All invoices with payments for **time and materials** must be supported/backed up by **time sheets**. **Note:** those invoices with fixed fee rates do not require **time sheets**.

FEDERAL EXCISE TAX. The City of Los Angeles Harbor Department is exempt from payment of Federal Excise Taxes, and will furnish vendor with a Tax Exemption Certificate. **PRICING NOT TO INCLUDE ANY FEDERAL EXCISE TAX**

SALES TAX PERMIT. Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax.

Permit Number: _____ N/A

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CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1173
(SHOW THIS NUMBER ON ENVELOPE)

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

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

- Form 590, *Withholding Exemption Certificate*, certifying exemption from the withholding requirement.
- Form 587, *Nonresident Income Allocation Worksheet*, which allocates the expected income under the City contract for work completed within and outside of California.
- Notice from the CA Franchise Tax Board (CAFTB) that a withholding waiver was authorized (you must first file CA Form 588, *Nonresident Withholding Waiver Request* to the CAFTB).
- Notice from CAFTB that a reduced withholding request was authorized (you must first file CA Form 589 *Nonresident Reduced Withholding Request* to CAFTB).

Further information regarding this requirement may be found here:

<https://www.ftb.ca.gov/pay/withholding/withholding-on-nonresidents.html>

Please Check One:

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

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

COMPANY: Brandsafway Services, LLC

REMIT TO: ADDRESS: P.O. Box 91473, Chicago IL 60693

AR EMAIL: _____

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

GENERAL CLAUSES – LAW, CHARTER, ADMINISTRATIVE CODE

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

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

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

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.

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

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

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

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

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

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

- a. No contractor or subcontractor may be listed on a bid proposal for a public works projects unless registered with the DIR pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1[a]).

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- b. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.
- c. The Project is subject to compliance monitoring and enforcement by the DIR.

PREVAILING WAGES

- a. The Contractor shall pay the general prevailing rate of per diem wages and rates for legal holiday and overtime work currently being paid in the area where the work is being performed.
- b. Pursuant to the provisions of the Labor Code of the State of California, the general prevailing rate of wages for each craft, classification or type of workers needed in the execution of contracts under the jurisdiction of the Board, shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California. Copies of the applicable Determinations may be obtained at or by request to the Department.
- c. When the Contractor has been determined to be in violation of Section 377 of the City Charter making applicable the provisions of the California Labor Code relating to the payment of not less than the prevailing per diem wages on public works, deductions may be made from moneys due or to become due the Contractor in the amount of twice the difference between such stipulated prevailing rates, and the amount paid to each wage worker for each Calendar Day, or part thereof, for which each worker was paid less than the stipulated prevailing wage rate.
- d. The Contractor shall also comply with Section 1775 of the Labor Code providing for a penalty per day as determined by the Labor Commissioner for each Calendar Day, or part thereof, for which each worker was paid less than the prevailing wage.
- e. Contractor and subcontractors shall keep an accurate record showing the names and occupations of all workers employed by them in connection with any work done under the Contract, and the per diem wages paid to each of such workers; and shall keep such record open at all reasonable hours to the inspection of the Board and to the State Division of Labor Law Enforcement. The Contractor in all other respects shall comply with Section 1776 of the Labor Code.
- f. No later than the end of the workday following the day on which work was performed by the Contractor, or any subcontractor, the Contractor and applicable subcontractor(s) shall complete and furnish the Contractor Daily Field Report, included as Subsection 71 of this Section, to the Inspector. When work has been performed, the Contractor shall submit a form regarding all employees and equipment at the jobsite on the workday, and the Contractor shall submit a separate form for each subcontractor regarding each subcontractor's employees and equipment at the jobsite on the workday. Each field report shall:

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1. Identify the Project title, Specification number, name of the Contractor or subcontractor, and date on which the work was performed.
 2. Show the names of the workers and identify their applicable company affiliation (Prime Contractor, subcontractor, supplier, or vendor).
 3. Show the labor classification for each worker. If worker is an operating engineer or teamster, the Contractor or subcontractor must indicate which piece of equipment was operated by the worker.
 4. Show the Start Time and End Time for the worker listed, as well as the total hours worked by the worker on the workday.
 5. Show the type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable, utilized on the workday.
 6. Contain the printed name and title for the Contractor or subcontractor representative; and shall be dated and signed by same.
- g. Contractor shall submit the original (wet signature by Contractor or subcontractor) to the Inspector for review. If additional space is needed, a second form, with pages numbered accordingly, can be completed.
- h. The Inspector will compare the Inspector's records with the report submitted by the Contractor, discuss any apparent discrepancies with the Contractor, and reconcile the report (and have it re-submitted, if necessary). Once the report is agreed upon by the Contractor and Inspector, the Inspector prints his/her name on the report and dates and signs the report. Each party shall retain a copy of the report, signed by both parties.
- i. Certified payrolls from the Contractor and all subcontractors shall be submitted to the City weekly through the Department of Public Works Bureau of Contract Administration's Online Certified Payroll System (OCPS) and shall be accompanied by a Statement of Compliance, signed electronically on OCPS by the Contractor or the Contractor's agent attesting that the payrolls are correct and complete and the wage rates contained therein are not less than those set by the applicable wage determinations incorporated into the Contract. The City reserves the right to reject incomplete payroll reports and request re-submittal of complete reports.

WAGE AND EARNING ASSIGNMENT ORDERS/NOTICES OF ASSIGNMENTS

- a. The Contractor and its subcontractors shall comply with all applicable state and federal employment reporting requirements for the Contractor's and/or subcontractor's employees.
- b. The Contractor and/or subcontractor shall certify that the principal owner(s) are in compliance

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with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally. The Contractor or subcontractor shall comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§5230 et. seq. The Contractor or subcontractor shall maintain such compliance throughout the term of the Contract.

Prime Contractor State of California DIR Registration No.:

1000006640

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

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

(Attach additional sheets if necessary)

DIR REPORTING LABOR CLASSIFICATIONS.

PRIME CONTRACTOR:

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

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

SUBCONTRACTOR: N/A

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

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

(Attach additional sheets if necessary)

Estimated Project Duration: 365 Days after installation of Interior Scaffolding

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AWARD OF CONTRACT. Bid shall be subject to acceptance by the Department for a period of three (3) months unless a lesser period is prescribed in the quotation by the bidder. The Department 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.**

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

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

RAMP ID Number(s): 37631

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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, facsimile, or electronic bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pier "A" Street, Wilmington, CA 90744. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.
2. **TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
3. **SPECIFICATION CHANGES.** Vendor may request in writing that specifications be modified if its provisions restrict vendor from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All vendors will be notified by Addendum of any approved changes in the specifications.
4. **BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Vendor must describe variations in their Bid.
5. **AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the vendor. The City may make combined award of all items complete to one vendor or may award separate items to various vendors. Vendors may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
6. **PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
7. **PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
8. **DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
9. **DELIVERY:** If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the Director of Contracts and Purchasing immediately. Do not make delivery without his approval. Any correspondence, other than invoices, relating to this order must be sent to the Director of Contracts and Purchasing.
10. **INSPECTION:** All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to accrued charges.
11. **INVOICING:** The point of free delivery, terms, contract number, name and address of department must appear on all invoices.
All materials must be marked and tagged with the Contract number and be accompanied by packing list in detail. Material must be packed and shipped in conformity with tariff or classification requirements. Prices on the contract include delivery to the division within building unless otherwise specified on the contract.
12. **TIME AND MATERIALS WITH NO FIXED FEES:** ALL INVOICES WITH PAYMENTS FOR TIME AND MATERIALS MUST BE SUPPORTED / BACKED UP BY TIME SHEETS. NOTE: THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE TIME SHEETS.
13. **CITY OF LOS ANGELES MUNICIPAL CODE:** All items must meet the requirements of the City of Los Angeles Municipal Code.
14. **PAYMENTS.** Payment terms are NET 30 days unless vendor quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
15. **ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Contracts and Purchasing.
16. **NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
17. **SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.
18. **PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
19. **CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.
20. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by

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**CITY OF LOS ANGELES
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BID NO. F-1173
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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

July 11, 2023 VERSION: 2	LOS ANGELES HARBOR DEPARTMENT FY24 Project 2568100, REQUISITION NO. 83889/E-23-0316
DESCRIPTION: B.153 Clock Tower Water Damage Repair Scaffolding Services	
Prepared and approved by: Robert Bustamante RBustamante@portla.org	

GENERAL: It is the intent of this specification to describe in a general form the requirements of the equipment, materials, services and options desired. **Equipment, materials, and services of equal performance and capability, but differing in detail from the specification, may be considered provided they meet the intent of the specifications.** When specifications for a particular item(s) are not defined, the manufacturer's standards are satisfactory.

Bidder must indicate with a check mark, in the spaces provided, after each item, if they COMPLY with the specifications for that item. If they do not comply, each deviation must be described in the space that follows. If insufficient space, indicate "see attached" and describe all deviations on an attachment to the bid. Make sure all deviations are labeled to identify the item for which the deviation is taken. A cover letter must be included indicating that deviations to the specifications are in a separate attachment to the bid. Failure to properly complete this required information will result in the bid being rejected as non-responsive.

GENERAL SCOPE OF WORK: Interior and Exterior Scaffolding Services at B. 153 Clock Tower, Port of Los Angeles	Comply: <input checked="" type="checkbox"/> Deviation: REFER TO BRANDSAFWAY QUOTE 63164
TO BE PROVIDED BY SELECTED VENDOR: Crew, equipment and materials to complete all work as specified.	Comply: <input checked="" type="checkbox"/> Deviation: REFER TO BRANDSAFWAY QUOTE 63164
DIR PAYROLL REPORTING: Labor costs to include certified Department of Industrial Relations (DIR) Payroll reporting.	Comply: <input checked="" type="checkbox"/> Deviation: REFER TO BRANDSAFWAY QUOTE 63164
1. EXTERIOR SCAFFOLDING Provide and install system scaffolding to all exterior areas from ground (two (2) elevations) and from the roof adjacent to the building. Contractor to provide scaffold weight load; point load weight; re-shoring to wharf floor.	Comply: <input checked="" type="checkbox"/> Deviation: REFER TO BRANDSAFWAY QUOTE 63164
2. INTERIOR SCAFFOLDING Scaffolding to reach all perimeter and steel structures. Includes four (4) platforms to access steel at center. Scaffolding will be set on top of grating deck. Contractor to provide scaffold weight load; point load weight; re-shoring to wharf floor.	Comply: <input checked="" type="checkbox"/> Deviation: REFER TO BRANDSAFWAY QUOTE 63164

<p>July 11, 2023 LOS ANGELES HARBOR DEPARTMENT VERSION: <u>2</u> FY24 Project 2568100, REQUISITION NO. 83889/E-23-0316</p>	
<p>DESCRIPTION: B.153 Clock Tower Water Damage Repair Scaffolding Services</p>	
<p>3. Three-Foot (3')-Wide light-duty scaffold (25 Lbs./Ft.²) at the jobsite for the project duration, with 12 working levels, interior</p>	<p>Comply: <input checked="" type="checkbox"/> Deviation:</p> <p style="text-align: center; color: red;">REFER TO BRANDSAFWAY QUOTE 63164</p>
<p>4. Toe Boards to be included on the outside of all scaffolding</p>	<p>Comply: <input checked="" type="checkbox"/> Deviation:</p> <p style="text-align: center; color: red;">REFER TO BRANDSAFWAY QUOTE 63164</p>
<p>5. Interior and Exterior Engineered Drawings to be provided by Contractor</p>	<p>Comply: <input checked="" type="checkbox"/> Deviation:</p> <p style="text-align: center; color: red;">REFER TO BRANDSAFWAY QUOTE 63164</p>
<p>GENERAL REQUIREMENTS:</p> <p>1. Optional equipment necessary to meet the minimum requirements of this specification shall be included.</p> <p>2. Work to be completed during regular business hours from Monday through Friday, unless otherwise authorized by Department personnel, in writing, in advance.</p>	<p>Comply: <input checked="" type="checkbox"/> Deviation:</p> <p style="text-align: center; color: red;">REFER TO BRANDSAFWAY QUOTE 63164</p>

July 11, 2023 LOS ANGELES HARBOR DEPARTMENT VERSION: 2 FY24 Project 2568100, REQUISITION NO. 83889/E-23-0316	
DESCRIPTION: B.153 Clock Tower Water Damage Repair Scaffolding Services	
FINAL NOTES: 1. The Harbor Department is exempt from payment of Federal Excise Taxes and will furnish vendor with tax exemption certification upon request. 2. Vendor to indicate: a. Contact Person: <u>Carlos Lopez</u> b. Phone Number: <u>562-668-3444</u> c. Email Address: <u>clopez@brandsafway.com</u>	Comply: <input checked="" type="checkbox"/> Deviation:

SUBMITTED BY:
Carlos Lopez, Project Manager 562-688-3444

(Name, Title, Phone)

Carlos Lopez
(Signature)

2 nd Level- Requestor
1 st Level- Requestor
2 nd Level- General Supervisor
Sr Management Analyst

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

Original Filing

Amendment: Date of Signed Original _____ Date of Last Amendment 7/11/23

Reference Number (Bid, Contract, or BAVN)	Awarding Authority (Department awarding the contract)	
F-1173/E-23-0316	HARBOR	
Bidder Name		
BRANDSAFWAY SERVICES LLC		
Address		
601 W 140TH STREET GARDENA CA 90248		
Email Address	Phone Number	
CLOPEZ@BRANDSAFWAY.COM	562-668-3444	

Certification

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

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

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

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

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

Kendal Dale Garon

Name

Signature

RMO

Date

Title

Prohibited Contributors (Bidders)

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

Original Filing Amendment: Date of Signed Original _____ Date of Last Amendment 7/11/23

Reference Number (Bid, Contract, or BAVN): F-1173/E-23-0316 Date Bid Submitted: _____

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

Awarding Authority (Department awarding the contract): HARBOR DEPT.

Bidder Name: BRANDSAFWAY SERVICES LLC

Bidder Address: 601 W 140TH STREET GARDENA CA 90248

Bidder Email Address: CLOPEZ@BRANDSAFWAY.COM Bidder Phone Number: 562-668-3444

Schedule Summary


Please complete all three of the following:

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

Certification

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

Kendal Dale Garon
Name
RMO
Title


Signature
 7-25-23
Date

Schedule A - Bidder's Principals

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

Name: Graham Brush Title: President
Address: 600 Galleria Parkway, Suite 1100, Atlanta, GA 30339

Name: Ron Lacy Title: Vice President
Address: 600 Galleria Parkway, Suite 1100, Atlanta, GA 30339

Name: Robert D. Heath Title: Vice President
Address: 600 Galleria Parkway, Suite 1100, Atlanta, GA 30339

Name: Steven Lee Title: Vice President & Treasurer
Address: 600 Galleria Parkway, Suite 1100, Atlanta, GA 30339

Name: Roald A. Richards Title: Secretary
Address: 600 Galleria Parkway, Suite 1100, Atlanta, GA 30339

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Check this box if additional Schedule A pages are attached.

Schedule B - Subcontractors and Their Principals

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

Subcontractor's Name None
Subcontractor's Address

Please check one of the following options:

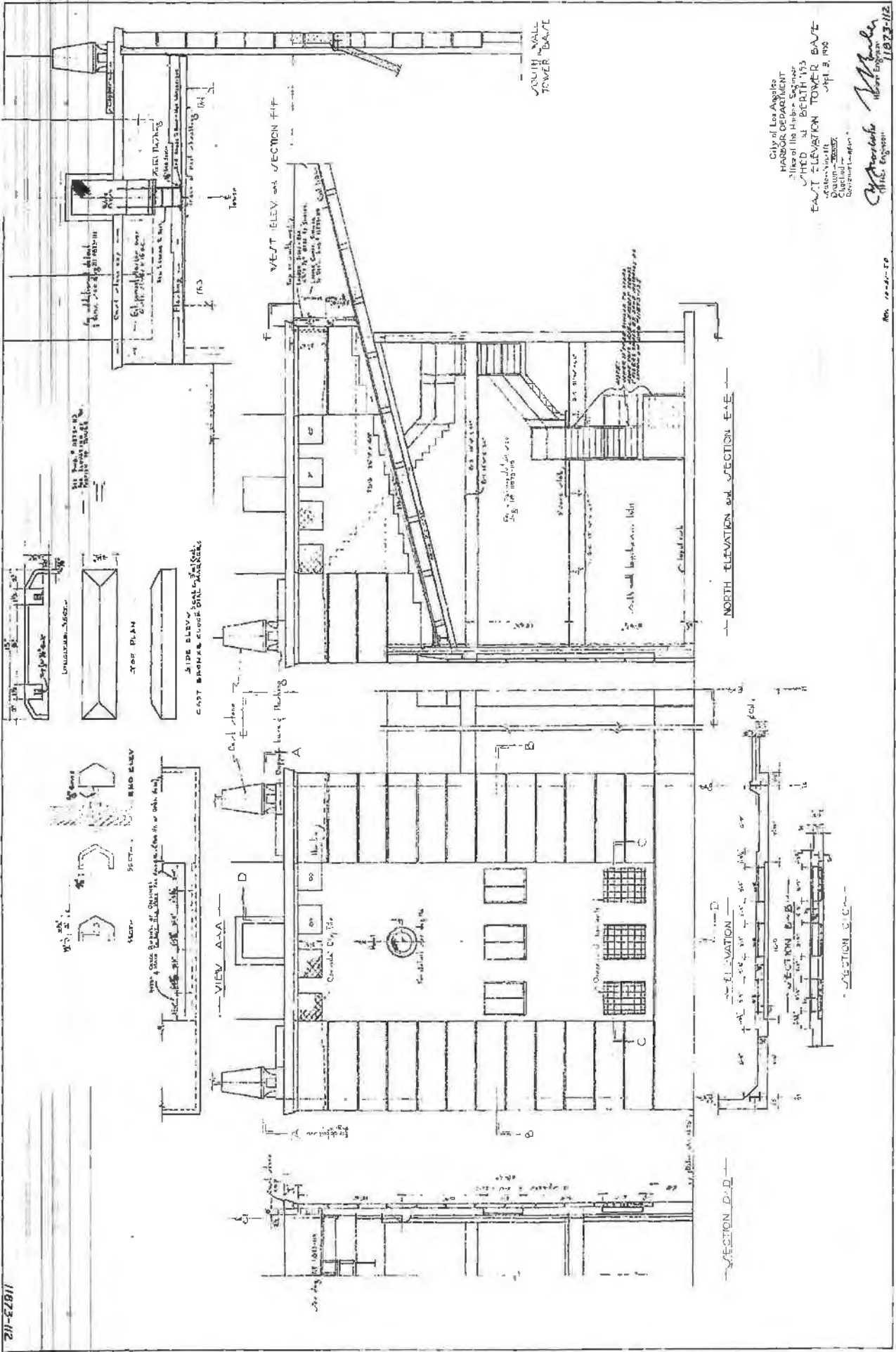
This subcontractor has one or more principals. Yes* No

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

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

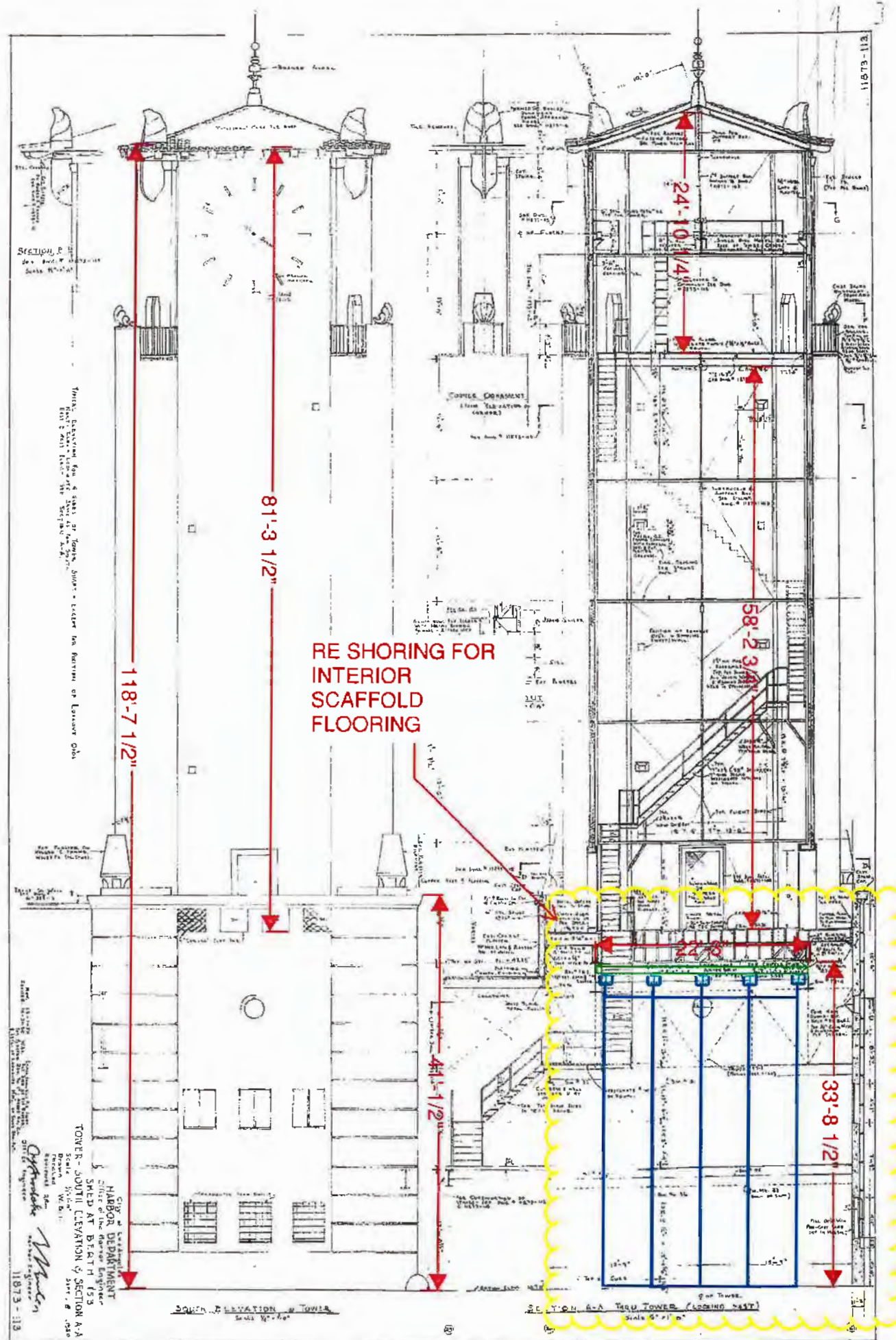
Check this box if additional Schedule B pages are attached.

11873-112



City of Los Angeles
 HARBOUR DEPARTMENT
 ✓ HEDAL & BERLIN ARCHT.
 EAST ELEVATION TOWER BASE
 JULY 3, 1928
 Checked by
 Approved by
 City Engineer
 11873-112

Rev. 10-28-28



RE SHORING FOR
INTERIOR
SCAFFOLD
FLOORING

SECTION B-B
Scale 1/8" = 1'-0"

THREE DIMENSIONS FROM A CORNER OF TOWER. SHOWS - LOCATE IN POSITION OF CORNER ONLY.
SEE 2ND FLOOR PLAN FOR SECTION A-A.

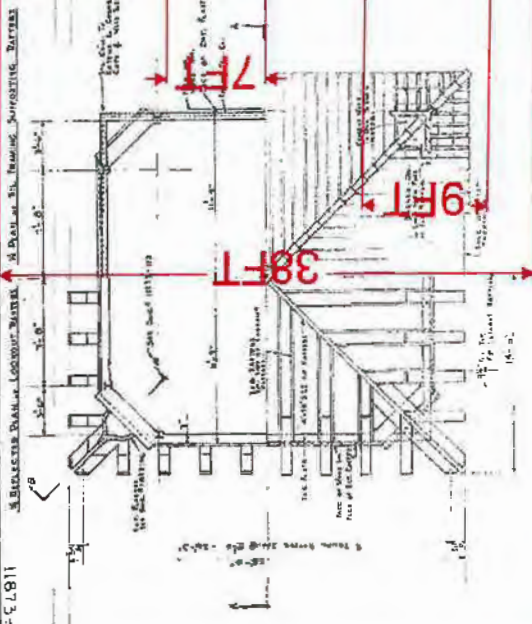
City of Los Angeles
HARBOR DEPARTMENT
Chief of the Design Engineer
TOWER - SOUTH ELEVATION & SECTION A-A
Scale 1/8" = 1'-0"
Drawn by W. B. L.
Reviewed by M. W. L.
Approved by M. W. L.
11873-113

SECTION B-B ELEVATION W TOWER
Scale 1/8" = 1'-0"

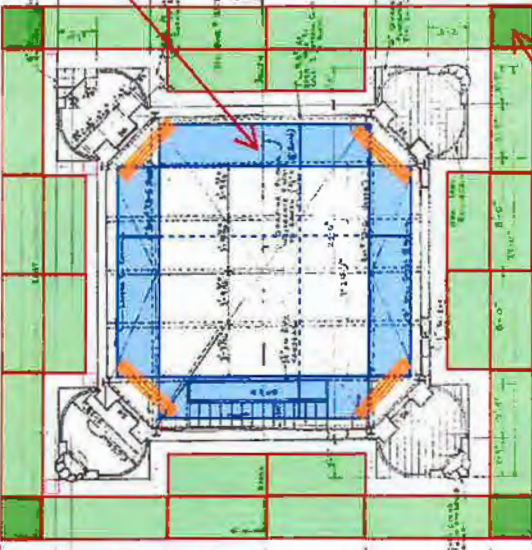
SECTION A-A THRU TOWER (LOOKING WEST)
Scale 1/8" = 1'-0"

111-61811

5117-CL911



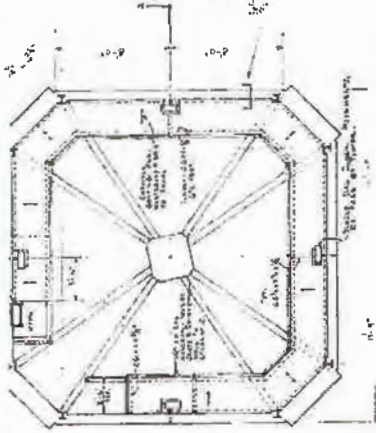
15 FT WIDE X 15 FT LONG X
85 FT TALL INTERIOR
SCAFFOLD WITH VERTICAL
DECK EVERY 7 FT
VERTICALLY



3 FT

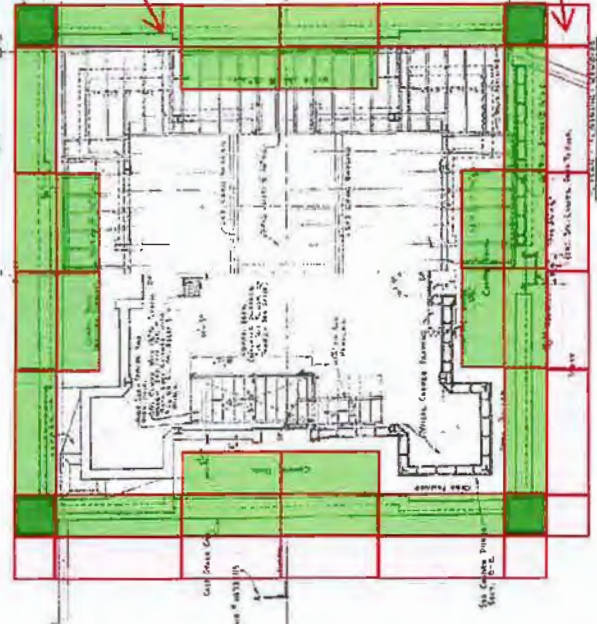
PLAN SECTION E-F-F
(See also P 1071-12 in Section)

3 FT WIDE X 80 FT
TALL SCAFFOLD

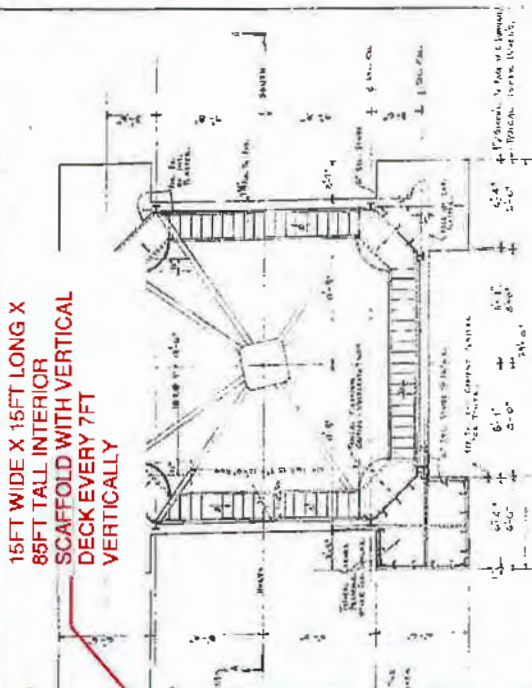


3 FT WIDE X 40 FT
TALL SCAFFOLD

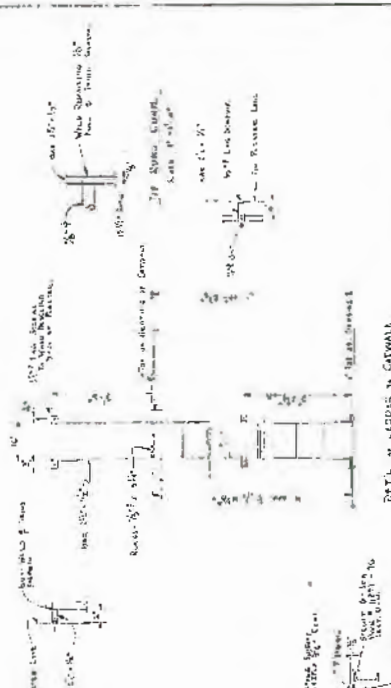
PLAN SECTION G-G
(See also P 1071-12 in Section)



PLAN SECTION D-D
(See also P 1071-12 in Section)



PLAN SECTION E-E-E
(See also P 1071-12 in Section)

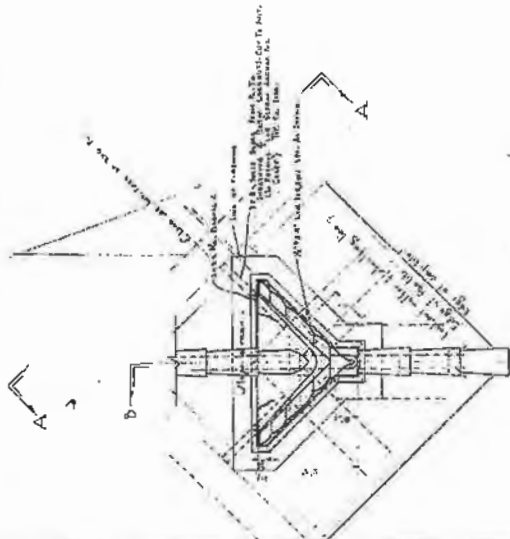


PLAN SECTION H-H
(See also P 1071-12 in Section)

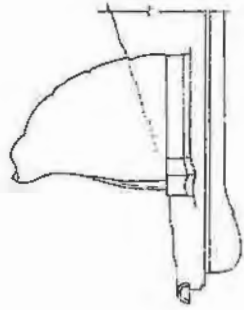
NOTES: 1. All dimensions are in feet and inches. 2. All dimensions are to the center of the member unless otherwise noted. 3. All dimensions are to the face of the member unless otherwise noted.

CITY OF LOS ANGELES
HARBOR DEPARTMENT
OFFICE OF THE HARBOR ENGINEER
SHED AT BERTH 153
TOWER - FLOOR PLANS - SECTIONS D-D & G-G
Scale: 1/8" = 1'-0"
Drawn: W.B.L.
Checked: W.B.L.
Date: 10-2-50

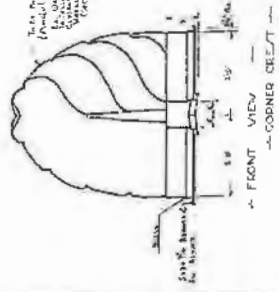
W.B.L.
Harbor Engineer
11873-115



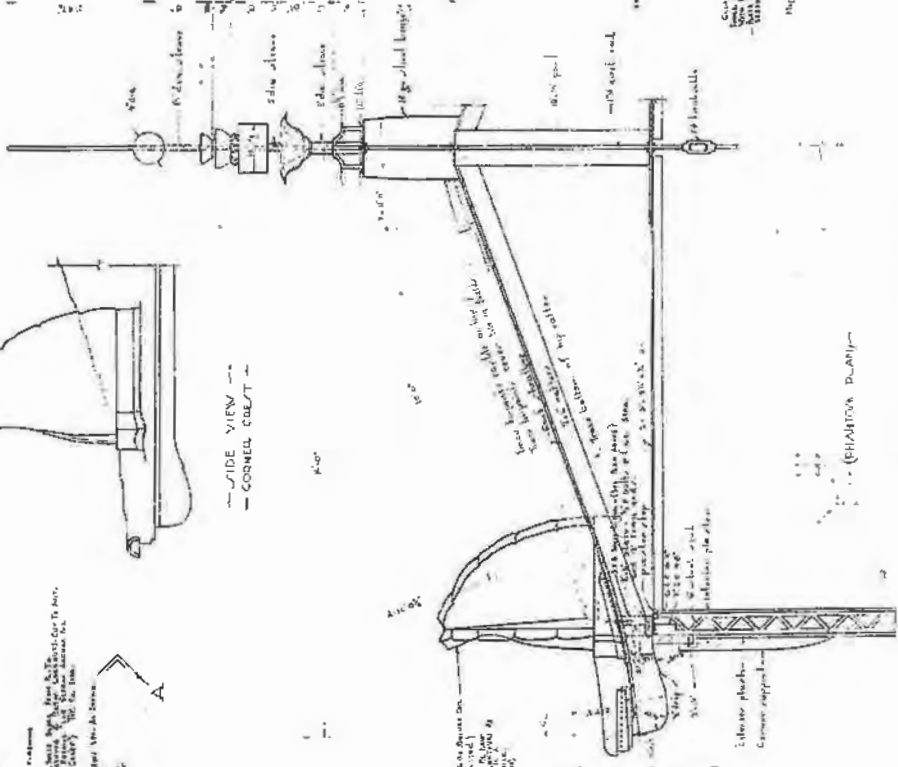
PLAN OF CORNER CREAST



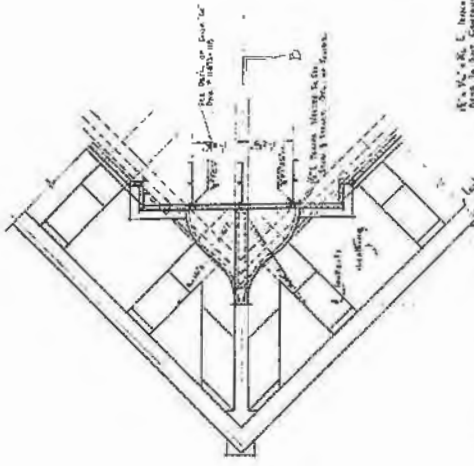
SIDE VIEW - CORNER CREAST



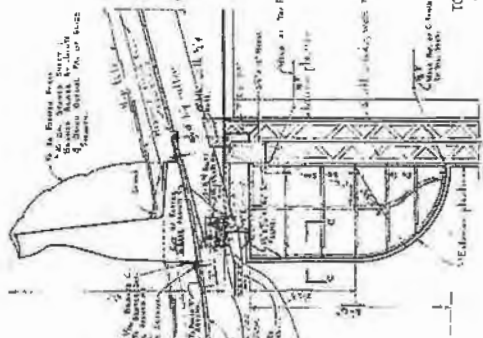
FRONT VIEW - CORNER CREAST



SECTION A-A and TOWER PINNACLE



CORNER SUPPORT AT EAVES - REFLECTED PLAN



SECTION C-C

SECTION B-B - ORNAMENT CORNER SUPPORT AT EAVES

CITY OF LOS ANGELES
 FIRE DEPARTMENT
 OFFICE OF THE CHIEF ENGINEER
 TOWER-EAVE and ORNAMENT DETAIL
 Oct. 11, 1910

W. M. ...
 Chief Engineer



PORT OF LOS ANGELES FACILITIES

- | | | |
|---|---|---|
| <p>AUTOMOBILE TERMINAL</p> <ul style="list-style-type: none"> Ⓐ Berths 195-200A – Wellenius Witzelmann Solutions (WWS) <p>BREAKBULK TERMINALS</p> <ul style="list-style-type: none"> Ⓐ Berths 54-55 – SSA Marine Ⓐ Berths 153-155 – Port of Los Angeles Ⓐ Berths 174-181 – Pasha Stevedoring & Terminals Ⓐ Berths 206-209 – Pasha Stevedoring & Terminals <p>CONTAINER TERMINALS</p> <ul style="list-style-type: none"> Ⓐ Berths 100-102 – WBCT China Shipping (Holding) NA Ⓐ Berths 121-126 – WBCT Everglades Company Terminal Ⓐ Berths 136-147 – InPac, Inc. Ⓐ Berths 212-225 – Yusen Terminals Ⓐ Berths 226-236 – Creighton Terminal Services Ⓐ Berths 302-305 – Frank Marine Services Ⓐ Berths 401-406 – APM Terminals Pacific | <p>DRY BULK TERMINALS</p> <ul style="list-style-type: none"> Ⓐ Berths 165-166 – Rio Tinto Minerals U.S. Baux Ⓐ Berths 192-193 – CalPortland CPC (Aflie) Cement Ⓐ Berths 210-211 – SA Recycling <p>LIQUID BULK TERMINALS</p> <ul style="list-style-type: none"> Ⓐ Berths 118-119 – Kinder Atochem Terminals Ⓐ Berths 148-151 – Phillips 66 Ⓐ Berth 163 – NuStar Energy I.P. Ⓐ Berth 164 – Valero Ⓐ Berths 167-169 – Shell Oil Products Ⓐ Berths 187-190 – Vopak Terminals Ⓐ Berths 238-240C – PBF Energy <p>PASSENGER TERMINALS</p> <ul style="list-style-type: none"> Ⓐ Berths 91-93B – World Cruise Center Ports America Cruise Inc. Ⓐ Berth 95 – Catalina Sea and Air Terminal | <p>HEAVY-LIFT TERMINALS</p> <ul style="list-style-type: none"> Ⓐ Berths 45-49 – Port of Los Angeles Deter Hubbar <p>MARITIME SUPPORT</p> <ul style="list-style-type: none"> Ⓐ Berth 60 – U.S. Water Taxi Ⓐ Berth 73A-73B – the Sankovich Company Ⓐ Berth 86 – Crowley Maritime Services Ⓐ Berth 240 – So. Cal. Ship Services Ⓐ Berths 270-271 – American Marine Corporation Ⓐ Berth 301 – Centrefire Logistics <p style="text-align: center; margin-top: 10px;">
 Port of Los Angeles Property </p> <p style="text-align: center; margin-top: 5px;">
 On-dock Roll </p> |
|---|---|---|

2023 Withholding Exemption Certificate**590**

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

Withholding Agent Information

Name

Payee Information

Name

BrandSafway Services, LLC

 SSN or ITIN FEIN CA Corp no. CA SOS file no.

201010910240

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

600 Galleria Parkway SE, Suite 1100

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

Atlanta

State ZIP code

GA 30339

Exemption Reason**Check only one box.**

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

 Individuals — Certification of Residency:

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

 Corporations:

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

 Partnerships or Limited Liability Companies (LLCs):

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

 Tax-Exempt Entities:

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

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

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

 California Trusts:

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

 Estates — Certification of Residency of Deceased Person:

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

 Nonmilitary Spouse of a Military Servicemember:


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

CERTIFICATE OF PAYEE: Payee must complete and sign below.

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

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

Type or print payee's name and title Robert D. Heath, VP Global Tax Telephone (678) 214-3264

Payee's signature  Date 07/25/2023

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Brand Industrial Services, Inc.		
	2 Business name/disregarded entity name, if different from above BrandSafway Services LLC (FEIN 34-1761339)		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
	<input type="checkbox"/> Other (see instructions) ▶ _____		
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):		Exempt payee code (if any) <u>5</u>
5 Address (number, street, and apt. or suite no.) See instructions. 600 Galleria Pkwy SE, Suite 1100		Requester's name and address (optional)	
6 City, state, and ZIP code Atlanta, GA 30339		Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
4	6	-	3	7	2	5	5	5	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>03/01/2023</u>
------------------	----------------------------	--------------------------

General Instructions

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

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

Purpose of Form

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

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

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

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



Imran Hayat
Executive Vice President,
Chief Legal Officer and Secretary

600 Galleria Parkway SE, Suite 1100
Atlanta, Georgia 30339
USA

T: +1 678 264 6177
E : IHayat@brandsafway.com

July 25, 2023

Re: Authorized Signer for BrandSafway Services, LLC

To Whom It May Concern:

Please be advised that Kendal Dale Garon is expressly authorized to sign Bid No. F-1173 and any related documents, including any awarded contract documents, on behalf of the BrandSafway Services, LLC in California.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to be "Imran Hayat", written in a cursive style.

Imran Hayat
Executive Vice President, Chief Legal Officer & Secretary

Customer: PORT OF LOS ANGELES
ATTN:
HARBOR DEPARTMENT
LOS ANGELES, CA
Contact Phone:
Contact Fax:**Jobsite:** PORT OF LA CLOCK TOWER
810 PIER A STREET
WILMINGTON, CA 90744
Contact: ROBERT BUSTAMANTE
Phone: (310) 427-9834**Quotation No:** 63164 | **Quote Date:** 6/15/23 | **Opportunity #** None | **Created By:** Carlos Lopez**Total:****Grand Total: \$667,818.00** * Taxes Not IncludedScaffolding - Description of Work

REQUESTED BY ROBERT BUSTAMANTE RBUSTAMANTE@PORTLA.ORG

LUMP SUM PRICE TO PROVIDE THE FOLLOWING SYSTEMS SCAFFOLD FOR EXTERIOR AND INTERIOR CLOCK TOWER. ALL SCAFFOLD INNER GUARD RAILS WILL ONLY INCLUDE TOP HAND RAIL. DOUBLE HAND RAIL WILL BE PROVIDED FOR ALL SCAFFOLD FACING OUTER EDGE. ALL DECK LEVELS WILL INCLUDE EXTERIOR TOE BOARDS ONLY. ALL SCAFFOLD WILL BE REQUIRED TO BE ANCHORED TO STRUCTURE FOR SUPPORT. CUSTOMER WILL BE RESPONSIBLE FOR ANY SCAFFOLD TIES UPON SCAFFOLD REMOVAL PROCESS BUT SHALL NOT SLOW DOWN SCAFFOLD REMOVAL PROCESS. QUOTE IS BASED ON GOOD ACCESS AND BEING ABLE TO PARK TRUCKS AT BASE OF CLOCK TOWER FOR STAGING OF NEEDED MATERIALS. BADGNG TIME OR SIGN IN TIME SHALL NOT EXCEED A 15 MIN DURATION DAILY PER SHIFT. ANY EXCESSIVE SIGN IN TIME WILL RESULT IN ADDITIONAL CHARGES ACCORDINGLY. ENGINEERED DRAWINGS WILL BE PROVIDED FOR ALL SCAFFOLD. BRANDSAFWAY CIVIL ENGINEER WILL NOT PROVIDE STRUCTURE ANALYSIS NOR APPROVE LOADS TO STRUCTURE. SEOR MUST REVIEW AND APPROVE ACCORDINGLY.

- EXTERIOR SYSTEMS SCAFFOLD WILL BE PROVIDED FOR TOWER. 3FT WIDE X 120FT TALL PER MARKED UP PLANS SHOWING OVERLAY OF SCAFFOLD DESIGN. IN ADDITION NEW 50% SHADE TAN NETTING WILL BE PROVIDED FOR ALL EXTERIOR FACE OF SCAFFOLD.

- INTERIOR SYSTEMS SCAFFOLD WILL BE 15FT WIDE X 15FT LONG X 85FT TALL PER MARKED UP PLANS SHOWING OVERLAY OF SCAFFOLD DESIGN. STAIRS TO ACCESS SCAFFOLD LEVELS WILL BE PROVIDED IF ALLOWED DUE TO STRUCTURE MEMBERS IN THE WAY. ALL SCAFFOLD MUST BE DE CONTAMINATED FROM ANY AHAZARDOUS MATERIALS BEFORE REMOVAL OF SCAFFOLD IS SCHEDULED.

- RE SHORING FOR EXTERIOR SCAFFOLD BEING SET ON ROOF TOP FOR NORTH AND WEST ELEVATION WILL BE PROVIDED. RE SHORING WILL ONLY RE SUPPORT EXISTING STRUCTURE AS IS AND CARRY SCAFFOLD LOADS DOWN TO GRADE. SHORING SHALL BE 4FT WIDE X 38FT LONG X 33FT TALL FOR 2 AREAS ONLY.

- RE SHORING FOR INTERIOR SCAFFOLD BEING SET ON INTERIOR CLOCK TOWER FLOORING WILL BE PROVIDED. RE SHORING WILL ONLY RE SUPPORT EXISTING STRUCTURE AS IS AND CARRY SCAFFOLD LOADS DOWN TO GRADE. SHORING SHALL BE 20FT WIDE X 20FT LONG X 33FT TALL FOR A AREA ONLY.

- NO BOND INCLUDED

EXCLUSIONS; STRUCTURE ANALYSIS, ENGINEERED SITE VISITS, STAND BY TIME, PERMITS, REPAIRS, CALL OUTS, MODIFICATIONS, DAILY INSPECTIONS, NOR ANY OTHER SERVICES NOT STAED ABOVE.

INCLUDED WILL BE 0-365 DAYS OF RENTAL. ANY ADDITIONAL RENTAL WILL BE CHARGED A MONTHLY RATE OF \$23,500.00.***3 ADDITIONAL MONTHS OR 90 DAYS HAVE BEEN ADDED AS AN ALLOWANCE SHOULD SCAFFOLD NEED TO STAY LONGER BEYOND THE CONTRACTED 365 DAYS. IF NOT USED, CHARGES WILL NOT BE CHARGED. TOTAL CHARGES FOR ALLOWANCE WILL BE \$39,000.00 FOR EXTERIOR SCAFFOLD AND \$31,500.00 FOR INTERIOR SCAFFOLD.

ORDER PENDING RECIEPT UPON SIGNED QUOTE,PO.

This proposal is valid for thirty (30) days and prices are subject to adjustment after such period.

BrandSafway's proposal is based on current material and labor rates and contract prices will be subject to escalation based on changes to labor and material rates. In the event that the time between contract execution and start of work under the mutually agreed terms is more than six (6) months , contract prices will be escalated based on changes of labor and material rates.

SAFWAY to have access within twenty-five feet of work area for delivery and pick up of material.

Scaffold to be erected on a flat, level surface with no obstructions in the way of scaffolding. Scaffold to be erected within fourteen inches (14") of walls to eliminate the need for inside guardrails.

Description of Work / Additional Terms and Conditions

(Continued from page 1)

Any repairs or patching of tie-off points and holes will be done by others.

CUSTOMER is responsible for all permits that may be required on job-site.

For sidewalk canopies this includes (but is not limited to) sidewalk canopy permit, truck permit for Safway truck to park along curb during erection and dismantle, any lane closures that may be required and traffic control. CUSTOMER is responsible for any lighting and/or signage that may be required.

For confined spaces, CUSTOMER is responsible for hole watch, oxygen sniffers, entry permits, ventilation, and any lighting that may be required.

For shoring applications, CUSTOMER or CUSTOMER'S structural engineer of record shall check and approve proposed temporary shoring method to assure that the existing structure can be safely supported and that the existing structure can safely support loads imposed by re-shoring. No re-shore of existing floor is included in this quotation. Shoring is designed to support vertical loading only.

For swing stage applications, unless otherwise indicated in this proposal, pricing does not include any required personnel protective equipment, i.e. safety line, rope grab, safety harness and lanyard. CUSTOMER is responsible for determining that structure can support the live and dead loads to be imposed by stage. CUSTOMER is responsible for providing a qualified electrician to ensure adequate power supply is provided (normally 220V 30AMP) and will be responsible for any damages to Safway equipment caused by an inadequate power supply to stage.

As related to our work or the working conditions, any and all mitigation of Silica will be performed on a T&M basis unless already included in contract price.

Any work stoppage whatsoever as a result of silica exposure resulting from others on the job will be charged out on a T&M basis until mitigation by others has been completed.

As it applies to Safway's ability to perform work, if others create a silica work hazard and their mitigation is not agreeable to Safway, rescheduling of work may take place and additional costs will apply.

An alternate price for silica removal can be included in the bid document at the request of the customer, otherwise T&M applies.

Ground Dust control will be performed by others. If required by subcontractor, additional costs will apply.

Scaffold will be cleaned by contractor to the extent that no foreign matter that can create respirable dust during the dismantle of the scaffold, if not dismantle of scaffold will be performed on a T&M basis.

Price quoted is based on information supplied by CUSTOMER, or upon conditions existing at time of job walk. As job-sites vary, price is subject to revision pending actual commencement of scaffold erection.

Price quoted is based upon standard Safway labor rates (not prevailing wage). Unless otherwise indicated in this proposal, all work described herein shall be performed during normal, straight-time working hours (7:00 am to 3:30 pm), during a normal workweek (Monday through Friday).

Any overtime required due to schedule changes of existing work, or extra work not included herein, when required by CUSTOMER, shall be charged by Safway at the cost of labor, plus applicable mark-up and expenses.

Safway payment terms are NET 30.

If Safway will be required to sign a Sub-Contract Agreement, we reserve the right to review, negotiate and agree to all terms and conditions prior to commencing work.

Please Note:

1. All quotes are subject to all terms and conditions referred to in the BRANDSAFWAY SERVICES LLC rental/salas agreement.
2. All quotes subject to state, federal and local taxes.
3. All quotes are valid for 30 days unless otherwise noted.
4. This quote is contingent on approval of the CUSTOMER's credit.
5. Standard rental rates are based on a 28 calendar day (4 week) month.

I have read the attached terms and conditions and agree to them as stated herein:

By BRANDSAFWAY SERVICES LLC	Date	Accepted	Date
<i>Chelsea Lopez</i>	7-21-23		
Title	Project Manager	Title	

Important Safety Guidelines

Safety is everyone's responsibility. BrandSafway equipment is designed and manufactured with the user in mind. The care that goes into each piece of equipment, however, cannot offset carelessness on the part of the user. Follow these safety guidelines in order to help prevent injury and to reduce unnecessary risk.

1. **Competent Person.** Scaffold must be erected, used, moved, and disassembled only under the direction of a Competent Person. The customer is responsible for following any and all applicable federal and state occupational safety and health laws, rules, regulations and ordinances in addition to applicable city, county or local codes and specific rules with regard to Competent Person and inspection requirements for scaffolds.
2. **Modification.** Any modification or relocation of scaffolding equipment and its components by the customer, contractor or any subcontractor using the scaffold is done solely at the customers risk and should be in compliance with and according to any and all federal and/or state occupational safety and health laws, rules, and regulations, in addition to applicable city, county, or local codes. The equipment shall only be used for the purposes for which it was designed.
3. **Training.** The customer is responsible for providing any and all required scaffolding training for its employees and any other users of scaffolding equipment, other than the employees of BrandSafway and any BrandSafway subcontractor.
4. **Hazardous Materials.** Please notify BrandSafway of the potential for exposure of either BrandSafway employees or BrandSafway equipment to any hazardous materials including, but not limited to, asbestos, lead, arsenic, silica, chemicals, and flammable materials. BrandSafway and/or the customer may be required to perform industrial hygiene monitoring to measure potential exposure to such materials.
5. **Confined Space.** Please notify BrandSafway if any BrandSafway employees will be working in a confined space and inform BrandSafway whether the confined space is permit-required. According to federal and state occupational safety and health laws, the customer is responsible for providing any and all required confined space training for its employees and any other users of scaffolding equipment in the confined space, other than the employees of BrandSafway and any Safway subcontractor.
6. **Lock-out/Tag-out.** According to federal and state occupational safety and health laws, the customer is responsible for ensuring that all mechanical equipment, electrical circuits, or vessels containing chemicals or pressurized fluids which are located in the immediate vicinity of the work areas are de-energized or rendered inoperative prior to work, and that proper tags and/or locks are attached to all points where such equipment can be energized.
7. **Special Equipment.** Please notify BrandSafway if any specialized equipment including, but not limited to, special tools, lighting, or protective equipment is required for this project prior to BrandSafway's commencement of work on the project.
8. **Accident Notification.** Please notify BrandSafway immediately of any accident involving the equipment and/or any accident causing injury, death or property damage that is related to or is alleged to be related to and/or caused by the equipment in any way.

Understanding and following these safety guidelines will improve safety for all workers on the jobsite. If there are any questions regarding these provisions, or if you need assistance in obtaining additional training for your employees, please contact a BrandSafway representative immediately.

Standard Terms and Conditions - Sale/Rental of Equipment

Any project-specific terms and conditions set forth in a quote or other documentation from BrandSafway Services LLC ("*Supplier*") related to this project or order shall control in the event of a conflict between them and these Standard Terms and Conditions. Supplier's quote or other documentation will identify whether Equipment is being sold or rented. Except to the extent provided otherwise herein, all of these Standard Terms and Conditions apply to both sales and rentals of Equipment by Supplier.

Definitions. As used herein, the following terms shall have the following meanings. "*Agreement*" shall mean these Standard Terms and Conditions and any project-specific or additional terms and conditions contained in a Supplier quote or other Supplier-provided documentation related to this project or order. "*Customer*" shall mean the person or entity designated as such in this Agreement and, if different, the entity that is actually responsible for ordering the Equipment. "*Equipment*" shall mean any and all equipment identified in this Agreement or otherwise provided to the Customer by Supplier. "*Loss*" shall mean the loss, destruction or theft of, or damage to, any Equipment, excepting normal wear and tear. "*Parties*" shall mean Supplier and the Customer together. "*Party*" shall mean Supplier or Customer individually, as the context requires. "*Rental Period*" shall mean the period of time commencing (i) in the case when rented Equipment will be picked up by or for Customer, at the earlier of the scheduled pick-up time at Supplier's facility or the time when the Equipment actually is picked up by or for Customer at Supplier's facility or (ii) in the case when rented Equipment is to be delivered to Customer by Supplier, at the time the Equipment leaves a Supplier facility to be transported to a Customer-specified location, and in either case, ending when the Equipment is received at the Supplier facility designated by the Supplier to receive the Equipment from the Customer. "*Confidential Information*" means, without limitation, Supplier's trade secrets, know-how, technical information, customer lists, customer purchasing histories and plans, costs, budgets, acquisition strategies, policies, procedures, methods of operation, pricing, samples, prototypes, sales and marketing plans or information, financial information, personnel or employee information, compensation programs, vendor sources, vendor identities and capabilities, manufacturing processes, research, engineering data, designs and drawings, design standards, formulas, products and product specifications, contemplated or new product or service developments, computer software and programs, blueprints, inventions and improvements, together with third party information Supplier holds in confidence. References in this Agreement to "days" mean calendar days unless expressly stated otherwise.

Acceptance and Modification. SUPPLIER'S WILLINGNESS TO PROVIDE EQUIPMENT HEREUNDER IS EXPRESSLY CONDITIONED UPON CUSTOMER'S UNQUALIFIED ACCEPTANCE OF THIS AGREEMENT, AND CUSTOMER'S ACCEPTANCE OF THIS AGREEMENT IS EXPRESSLY LIMITED TO THE EXACT TERMS AND CONDITIONS SPECIFIED HEREIN. The rights of the Parties shall be governed exclusively by the terms and conditions set forth in this Agreement. Placement of an order for Equipment by Customer with Supplier, shipment, or delivery of Equipment pursuant to this Agreement, or the acceptance, use or retention of any Equipment by Customer shall constitute an unqualified acceptance by Customer of this Agreement. Any attempt by Customer to vary in any degree, the exact terms and conditions of this Agreement in any order, acceptance, acknowledgement, confirmation or other written or oral communication of any kind containing additional, inconsistent, or different terms or conditions is hereby expressly objected to and rejected by Supplier. Supplier's provision of Equipment pursuant to the terms of this Agreement shall not be deemed to be an acceptance of any additional, inconsistent, or different terms or conditions proposed by Customer. Should this Agreement be deemed an acceptance of a prior offer, quotation or proposal by Customer, such acceptance is limited to the express terms and conditions set forth herein. No course of prior dealings between the Parties and no usage of trade are relevant or admissible to supplement, explain, or vary any provisions hereof. Moreover, no other contract, specification, drawing or other item, including terms on "click-through" websites, shall be incorporated into or made a part of the Agreement or binding on Supplier unless it is agreed to in writing by Supplier. This Agreement cannot be amended or modified (including by prior course of dealing or trade usage) except through a writing that has been signed by both Customer and Supplier.

Scope. The scope of work to be provided by the Supplier to the Customer is set forth in this Agreement. Customer is responsible for: (1) determining or verifying the bearing capacity of floors, roofs, walls, or any other structure or location upon which the Equipment will be located; (2) ensuring that the ground or structure upon which the Equipment will be placed is level, clear of debris and obstruction, and capable of withstanding the total load imposed by the Equipment and any materials and personnel upon the Equipment; and (3) any taxes, licenses, or permits that may be required as a result of the Equipment to be provided by the Supplier. If Customer fails to satisfy its obligations under this Section, Customer is responsible for any resulting extra costs incurred by Supplier or others. The Agreement price constitutes the price for only those items of Equipment expressly set forth herein. Any additional equipment or services beyond those expressly set forth in this Agreement will constitute extra work and Customer is responsible for all costs and charges associated therewith. If Customer is unsure what costs or charges are included in the price, then Customer bears the responsibility for requesting clarification from Supplier. Customer shall compensate Supplier in a timely fashion for any extra work performed as requested orally or in writing by the Customer. If there is no prior agreement between the Parties as to the extra costs and charges, Supplier shall be entitled to reasonable compensation for any additional work performed, including profit and overhead.

Warranty Disclaimer. SUPPLIER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, WHICH IS PROVIDED "AS-IS". SUPPLIER EXPLICITLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. IN ADDITION, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUPPLIER WILL NOT BE RESPONSIBLE FOR ANY EQUIPMENT FAILURE OR LIABILITY WHATSOEVER, UNLESS SUCH FAILURE OR LIABILITY IS PROVEN TO HAVE RESULTED SOLELY FROM SUPPLIER'S NEGLIGENCE.

Inspection. Upon receipt of Equipment, Customer shall inspect its condition and quantity. If the Equipment count is incorrect or if the Equipment received is damaged, Customer shall notify Supplier in writing within 48 hours after receipt. If the Equipment is not in good condition or repair at the time of delivery, then Customer shall not use the Equipment and shall immediately notify Supplier of any defects or other issues, and Supplier will, as its sole responsibility and as Customer's sole remedy, replace the affected Equipment with Equipment that is in good condition or, at Supplier's option, refund amounts paid by Customer for such Equipment under this Agreement. If the Customer does not inspect and count the Equipment when received, or does not notify Supplier in writing of any condition or quantity concerns within 48 hours after receipt, the Customer is deemed to have accepted the quantity as shown in Supplier's shipping documents as correct and, in addition, Customer is deemed to have accepted that the Equipment is in good, operating condition, and fit for its

Standard Terms and Conditions - Sale/Rental of Equipment

intended use. Supplier shall not be liable for any damage or other Loss of or to the Equipment that occurs after the time risk of Loss passes to the Customer, as such time is identified in the "Equipment Loss or Damage" Section below.

Limitation of Liability. SUPPLIER SHALL HAVE NO LIABILITY WHATSOEVER, WHETHER BASED ON BREACH OF WARRANTY OR OTHER CONTRACT BREACH, NEGLIGENCE OR OTHER TORT (INCLUDING BUT NOT LIMITED TO STRICT LIABILITY) OR ON ANY OTHER LEGAL THEORY, FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, LIQUIDATED, DELAY OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUES, LOSS OF PRODUCTION, LOSS OF USE, COST OF REPLACEMENT EQUIPMENT, OR ANY OTHER INDIRECT DAMAGE OR LOSS ARISING FROM OR RELATING TO THE EQUIPMENT, THIS AGREEMENT OR ITS PERFORMANCE OR BREACH, EVEN IF SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. Notwithstanding anything to the contrary herein, Supplier's maximum liability under this Agreement and the project or order to which this Agreement relates shall not exceed in the aggregate an amount equal to the total rental or purchase price paid by Customer to Supplier for the Equipment under this specific Agreement during the 6-month period preceding the date on which the first claim (if any) is asserted.

Indemnification. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SUPPLIER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND INSURERS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, PROCEEDINGS, AND JUDGMENTS, AS WELL AS ALL DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND LEGAL COSTS), OF WHATEVER KIND OR NATURE RESULTING FROM, ARISING OUT OF, OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE EQUIPMENT, AND INCLUDING, WITHOUT LIMITATION, ALL CLAIMS AND LOSSES RELATING TO (I) PERSONAL INJURY (INCLUDING DEATH) OR DAMAGE TO PROPERTY, OR (II) THE DELIVERY, ERECTION, MAINTENANCE, ALTERATION, MODIFICATION, USE, POSSESSION, OPERATION, DISMANTLING, OR ENGINEERING OF THE EQUIPMENT OR EQUIPMENT ENCLOSURES. IT IS THE EXPRESS INTENT OF THE PARTIES THAT THE CUSTOMER INDEMNIFY SUPPLIER TO THE MAXIMUM EXTENT ALLOWED UNDER THE LAW, AND THAT THE CUSTOMER BEAR FULL RESPONSIBILITY FOR ANY AND EACH CLAIM, DEMAND, SUIT, DAMAGE, LOSS, CAUSE OF ACTION, JUDGMENT, EXPENSE, FEE, COST OR OTHER LIABILITY ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE EQUIPMENT. THIS INDEMNITY OBLIGATION SHALL NOT APPLY, HOWEVER, TO ANY CLAIMS, DAMAGES, CAUSES OF ACTION, JUDGMENTS, OR OTHER LIABILITY PROVEN TO HAVE BEEN CAUSED SOLELY BY THE NEGLIGENCE OF SUPPLIER.

Delays/Acceleration. Supplier will only be liable for reasonable actual direct costs incurred by the Customer to the extent caused by inexcusable delays exclusively caused by events within Supplier's reasonable control. In the event of any other delay, suspension, or acceleration, whether caused by Customer or otherwise, Supplier will be entitled to a reasonable extension of time for performance and reimbursement of all increased performance costs that it incurs as a result of such acceleration, suspension and/or delay.

Price Adjustment. The original price of this Agreement (the "Agreement Price") is based on the price of fuel (including both gasoline and diesel as well as any other form of energy), freight, steel, materials, equipment, labor, as well as any other service or commodity at the execution date of this Agreement ("Execution Date"). If the price of any commodity, materials, equipment, labor, or service increases between the Execution Date and the commitment of such resources to the project as established by any recognized applicable index, then the Customer shall immediately pay the additional cost to Supplier.

Storage. If requested or necessary, Customer shall provide Supplier with a jobsite Equipment storage area at no charge.

Claims. Any and all claims for losses, damages or backcharges by Customer shall be submitted to Supplier in writing for review within 15 days after the first discovery of a potential claim; claims not made in accordance with this sentence shall be deemed waived. Customer shall have no right to impose or exercise any set-off or offset against Supplier, and Customer shall not attempt to impose or exercise any such set-off or offset.

Important Safety Guidelines. Customer acknowledges and agrees to strictly adhere to Supplier's safety and operational policies and procedures, including Supplier's Code of Conduct. SPECIFICALLY, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED SUPPLIER'S IMPORTANT SAFETY GUIDELINES FOUND ON SUPPLIER'S WEBSITE AT <https://brandsafway.com/uploads/files/importantsafetyguidelines.pdf>, AND THAT IT MAY ALSO OBTAIN A COPY OF SUCH IMPORTANT SAFETY GUIDELINES BY CONTACTING A SUPPLIER REPRESENTATIVE. Customer agrees to comply with all of these Important Safety Guidelines, and further agrees that any failure by Customer, its employees or agents, or other users of the Equipment to comply with the Important Safety Guidelines shall constitute a material breach of this Agreement by Customer.

Substitution of Equipment. In the event the proposed Equipment is unavailable to support Customer's schedule, Customer agrees that Supplier may substitute Equipment that performs the same function.

Equipment Loss or Damage. Risk of Loss of or to the Equipment shall pass to the Customer (i) in the case when Equipment will be picked up by or for Customer, at the earlier of the scheduled pick-up time at Supplier's facility or the time when the Equipment actually is picked up by or for Customer at Supplier's facility, or (ii) in the case when Equipment is to be delivered to Customer by Supplier, at the time the Equipment leaves a Supplier facility to be transported to a Customer-specified location. If Equipment is sold to Customer, Customer is solely responsible for any Loss of or to the Equipment and normal wear and tear on the Equipment occurring after the time risk of Loss passes to Customer. If Equipment is rented to Customer, the remainder of this Section shall be applicable: Customer shall be responsible to Supplier for any Loss occurring during the Rental Period. Regardless of whether or to what extent the Customer directly caused the Loss, Customer shall promptly pay to Supplier a sum equal to Supplier's then-current list price plus handling charges for any and all Equipment that is subject to the Loss, unless the Loss is proven to have been attributable solely to the negligence of Supplier. For health and safety reasons, damaged rental Equipment must be promptly returned to Supplier by Customer within a mutually agreeable timeframe, and Supplier shall not be obligated to return any such Equipment to Customer, regardless of any replacement costs incurred or paid by Customer pursuant to this Section.

Standard Terms and Conditions - Sale/Rental of Equipment

Contaminated Equipment. If Equipment is sold to Customer, Customer shall be solely responsible for any contamination that occurs to the Equipment and for cleaning and decontaminating such Equipment. If Equipment is rented to Customer, the remainder of this Section shall be applicable: Customer shall fully clean and decontaminate, in a manner satisfactory to Supplier, any and all Equipment exposed to materials containing lead, asbestos, radiation or toxic or hazardous substances, or any other materials that may reasonably represent a hazard to human health or the environment or would preclude or limit future use of the Equipment. Within 48 hours after Supplier's request, Customer shall provide to Supplier any and all documentation reasonably required to confirm such cleaning and decontamination has occurred. Should any Equipment be returned to Supplier without being cleaned or decontaminated, the Customer shall, at Supplier's sole option, either (1) clean and decontaminate the Equipment at Customer's sole cost (including any and all transportation costs associated therewith), or (2) reimburse Supplier for any and all reasonable costs incurred by Supplier in connection with cleaning or decontaminating the Equipment or engaging a third party to clean and decontaminate the Equipment. Should any Equipment be incapable of being cleaned or decontaminated to Supplier's satisfaction, Customer shall pay to Supplier an amount equal to Supplier's then-current list price plus any handling charges for any and all such Equipment. **IN ADDITION, CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SUPPLIER FROM AND AGAINST ANY AND ALL DAMAGES, COSTS, LOSSES, LIABILITIES AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND LEGAL COSTS) RESULTING FROM OR RELATING TO CUSTOMER'S FAILURE TO PROPERLY AND ADEQUATELY CLEAN AND DECONTAMINATE THE EQUIPMENT.** For health and safety reasons, contaminated Equipment must be promptly returned to Supplier by Customer, and Supplier shall not be obligated to return any such Equipment to Customer regardless of any cleaning, decontamination, or replacement costs incurred or paid by Customer pursuant to this Section. **The foregoing indemnity set forth in this Section shall survive the expiration or any earlier termination of this Agreement.**

Rental Protection Plan: Supplier shall provide a rental protection plan in connection with all Equipment rentals. The charge for the plan is 7% of scaffold and shoring rentals and 15% of motorized rentals. The plan generally grants a 50% discount on shortages, damages, and cleaning fees that are assessed upon return of Equipment, subject to the terms, conditions, exceptions and exclusions of the "Damage Waiver" attached and incorporated hereto as Addendum A.

Return of Equipment: Except to the extent provided in the Damage Waiver, shortages and damages of and to the Equipment will be billed at Supplier's then-current published list prices. At time of scheduled pick-up, Equipment is to be racked and stacked by Customer; Customer will be required to compensate Supplier for any restacking or additional freight expense incurred by Supplier if Customer fails to do so.

Title to Equipment/Location. If Equipment is sold to Customer, title to the Equipment shall pass to Customer when specified in the project-specific Supplier quote or other Supplier-provided documentation related to this project or order. If Equipment is rented to Customer, the remainder of this Section shall be applicable: title to the Equipment shall remain at all times with Supplier. The Equipment shall not without Supplier's prior written consent be removed from the site designated by the Customer in its order and shall not be intermingled with, connected to, or used with any equipment belonging to others. Supplier reserves the right, at any time, to file, give public notice of, or register its ownership interest and/or title in or to the Equipment as may be permitted by law.

Credit and Payment. If requested by Supplier, Customer shall complete and return a credit application. Supplier's obligation to provide Equipment is expressly conditioned upon the approval of Customer's credit by Supplier. Payment terms shall be net 30 days from the date of Supplier's invoice to the Customer, unless otherwise agreed upon by the Parties in writing. A monthly service charge equal to the lesser of 1.5% or the maximum amount allowed by applicable law shall be assessed on all past due accounts. Supplier may issue progress billings during the term of the project and those invoices shall be paid by Customer in accordance with the payment terms in this Section. Nothing set forth in this Agreement shall limit Supplier's rights under any bond or lien law. Supplier may recover, and Customer shall be responsible to pay, all costs of collection, including filing and service costs, expert and mediation fees, arbitration, court and litigation out-of-pocket expenses and attorneys' fees, related to Customer's failure to pay within the terms set forth in this Agreement. If Customer elects to pay an invoice using a credit card, where permitted by applicable law, Supplier may add a surcharge that shall not exceed the cost of acceptance of such credit card. The surcharge will not be applied to a debit card. Any price or quotation as set out in or attached to this Agreement is valid 30 days from the date of Supplier's quote.

Technical Information. Where Supplier has provided to Customer technical data, drawings, information and/or specifications for the use of Supplier Equipment (collectively, "Technical Information"), the following conditions shall apply:

- a. **CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS SUPPLIER FROM AND AGAINST ALL LIABILITIES AND CLAIMS FOR PROPERTY DAMAGE OR PERSONAL INJURY (INCLUDING DEATH) SUSTAINED BY REASON OF DEVIATION IN WHOLE OR PART FROM SUCH TECHNICAL INFORMATION.**
- b. All Technical Information shall remain the property of Supplier and may not be used on any other project of any kind or nature without the express, prior written consent of Supplier.
- c. Assembly drawings will be charged out at \$75.00 per hour.
- d. All notes, note sheets, specifications, and other information provided with Supplier's drawings shall become part of this Agreement.

Use and Maintenance of Equipment. Customer expressly agrees that it shall erect, dismantle, possess, modify, operate, maintain, and use the Equipment in a safe and proper manner that is consistent with any and all applicable federal, state, provincial and local statutes, regulations, rules, codes and ordinances and accepted industry practices, including any instructions or Technical Information provided to Customer by Supplier. Customer agrees that its use of the Equipment shall represent its acknowledgement that the Equipment was in good condition and repair at the time of delivery. If the Equipment is not in good condition or repair at the time of delivery, then Customer shall not use the Equipment and shall immediately notify Supplier in writing of any defects or other issues with respect to the Equipment's condition. Customer shall at all times and at its own expense maintain the Equipment in good working condition. Any modification or relocation of scaffolding or other Equipment or its components by the Customer or by the contractor or any subcontractor using the Equipment

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shall be done solely at the Customer's risk and expense and shall at all times be done in compliance with and according to any and all applicable federal, state, and provincial occupational safety and health laws, rules, and regulations, in addition to applicable city, county and local codes. The Equipment shall only be used for the purposes for which it was designed. **IT IS UNDERSTOOD AND AGREED THAT SCAFFOLDS AND OTHER EQUIPMENT PROVIDED HEREUNDER MUST BE USED PROPERLY IN ACCORDANCE WITH THIS AGREEMENT, AND THAT CUSTOMER MUST INDEMNIFY, DEFEND AND HOLD HARMLESS SUPPLIER FROM ANY AND ALL CLAIMS, DAMAGES, JUDGMENTS, COSTS, EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES AND LEGAL COSTS), AND LIABILITIES WHATSOEVER RELATING TO ANY PROPERTY DAMAGE OR PERSONAL INJURY (INCLUDING DEATH) ARISING OUT OF DEVIATION FROM SUCH PROPER USE.** Customer represents, warrants, and confirms that the Equipment will be used only for business or commercial purposes, and not for personal, family or household purposes. **The indemnity set forth in this Section shall survive the expiration or any earlier termination of this Agreement**

Rented Equipment Inspection. If the Equipment is being rented to Customer, Supplier or its authorized agents have the right (but not the obligation) at any time and from time to time to enter the site where the Equipment is located for purposes of inspecting the Equipment. Customer shall ensure that Supplier or its agents are given full access to conduct such inspections as promptly as possible, and in any event within 24 hours after Supplier requests to conduct an inspection.

Training, Operation and Maintenance. Except if and to the extent Supplier is required to provide training services under the Agreement, Customer shall be fully responsible for any and all training of users of the Equipment. Customer shall be fully responsible for any and all training of users of the Equipment. Customer agrees that it will not allow the use of the Equipment by any person unless and until that person has been adequately and properly trained. Customer also acknowledges its responsibility to operate and maintain the Equipment in accordance with the Operations Manual and all applicable laws, codes, and regulations. In addition, if Equipment is rented to Customer, Customer shall be fully responsible for any and all maintenance required on the Equipment during the Rental Period, except for the particular maintenance requirements by Supplier (if any) as set forth in the maintenance materials provided to the Customer by Supplier. Customer shall maintain adequate maintenance records as required by applicable law.

Conduct. The Parties acknowledge and agree that they are familiar with, are in compliance with, and will continue to comply strictly with all applicable anti-corruption laws, which may include the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, or other applicable anti-bribery and anti-corruption laws and regulations promulgated under the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (collectively, the "ABC Laws"). The Parties agree to comply in all respects with applicable ABC Laws and agree not to engage in or support any occurrence of bribery or other corrupt practices. The Parties certify that they have not and will not authorize, promise, offer or give anything of value, directly or indirectly, to any person or entity—private or public, and including but not limited to, any government official—for the purpose of obtaining or retaining an improper business advantage or improperly directing business to any person or entity on either Party's behalf.

Enclosures. If Supplier provides Equipment related to the enclosure of scaffolding, then Customer acknowledges and agrees that the Equipment provided by Supplier for purposes of enclosing scaffolding is designed and intended to detach under certain weather conditions and that the Equipment (including the scaffolding) may be damaged or destroyed as a result of such detachment. Customer shall be responsible for any and all costs, damages, expenses (including maintenance expenses), and liabilities relating to such enclosure Equipment, including any and all costs and damages associated with or arising from the replacement thereof or Customer's failure to detach such enclosure Equipment when appropriate or otherwise required by certain weather conditions. In addition, **CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SUPPLIER FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, JUDGMENTS, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND LEGAL COSTS), AND LIABILITIES WHATSOEVER RELATING TO ANY PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING OUT OF OR IN ANY WAY RELATING TO (i) THE ENCLOSURE EQUIPMENT (INCLUDING WITHOUT LIMITATION ANY INJURIES OR DAMAGES CAUSED BY THE DETACHMENT OF SUCH ENCLOSURE EQUIPMENT), OR (ii) ANY ENCLOSURE-RELATED SERVICES PROVIDED BY ANYONE OTHER THAN SUPPLIER.**

Rental Rate. If Equipment is rented to Customer, then unless otherwise agreed by the Parties in writing, the Equipment is rented initially for a Rental Period of a 28-day cycle and on a per day basis thereafter. Customer shall be billed for the Rental Period based upon rates set forth in this Agreement, as may be adjusted in accordance herewith, plus any and all applicable federal, state, provincial and local taxes and fees. A credit will be issued upon Customer furnishing satisfactory evidence of tax-exempt status, if applicable.

Incident Notification. Customer shall notify Supplier immediately of any incident or accident that involves (or potentially involves), directly or indirectly, any of the Equipment and that results (or may result) in death, personal injury, Loss, property damage or an event that otherwise triggers (or may trigger) Customer's indemnity obligations set forth herein. Customer shall at all times fully cooperate with Supplier to limit the extent of any Losses or damages resulting from such an incident or accident. Customer shall also cooperate fully with Supplier during Supplier's investigation, testing or analysis of any such incident or accident, and understands that time is of the essence after an incident/accident to promptly investigate, isolate and protect the physical evidence (including the taking of photographs and other measures to prevent the spoliation of physical evidence). Customer is deemed to have knowledge of the incident or accident from the time that the Customer or any of its employees, agents, representatives, contractors, subcontractors, suppliers, vendors, or other parties who report to the Customer, learn of the incident or accident. Customer shall also notify Supplier of any inspection/investigation by OSHA, MSHA, EPA, OH&S or other similar enforcement agency regarding the Equipment or a work site where the Equipment is located.

Force Majeure. Supplier shall not be responsible for any failure of or defect in Equipment or any delay by Supplier in providing Equipment or picking up rental Equipment if and to the extent such failure, defect or delay was caused by any act of God, act of Customer or third parties, fire, flood, windstorm, severe weather, accident, war, act of terrorism, riot, civil unrest, epidemic, pandemic, public health emergency, governmental order or requirement, or any other

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event or occurrence beyond Supplier's reasonable control and without its fault or negligence. In the event of any delay due to such an event or occurrence, Supplier shall have an absolute right to an extension of time to perform its duties, with the length of such extension to be no shorter than the time by which Supplier was delayed by the event or occurrence. Rental charges for rented Equipment shall not be excused or abated by the occurrence of any force majeure event; rental charges shall be due and payable for the entire Rental Period, whether or not Customer is prevented from using the Equipment by a force majeure event.

Information Supplied by Others. Supplier is entitled to rely upon information supplied by or through Customer. Customer represents and warrants that the information it supplies to Supplier is accurate, complete, and appropriate for the project and Supplier's scope of work. **CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS SUPPLIER FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, DAMAGES, LIABILITIES, CLAIMS, AND CAUSES OF ACTION, INCLUDING REASONABLE ATTORNEYS' FEES AND LEGAL COSTS, ARISING OUT OF OR RELATED TO ANY ERROR, INACCURACY OR DEFECT IN THE INFORMATION SUPPLIED BY CUSTOMER OR ON CUSTOMER'S BEHALF TO SUPPLIER.**

Default and Termination. Customer shall be in default of its obligations under this Agreement if any of the following occur: (1) Customer fails to pay Supplier as and when agreed; (2) Customer fails to procure or maintain any required insurance coverage; (3) Customer becomes insolvent or any proceeding in bankruptcy or receivership is commenced by or against Customer as debtor; (4) a termination or liquidation of Customer's business occurs; or (5) Customer is in breach of any terms or conditions of this Agreement. In the event of any default by Customer, Supplier shall have the right to stop performance on the project, remove any Equipment, terminate this Agreement, and/or seek any other remedies available to Supplier under this Agreement or at law or in equity. Customer shall bear and be liable for all damages, costs and expenses (including without limitation reasonable attorneys' fees and legal costs) incurred by Supplier as a result of Customer's default. In the event this Agreement is terminated for any reasons other than a default by Supplier, Customer shall compensate Supplier for (i) all Services performed and Equipment supplied or rented prior to the effective date of such termination, (ii) all reimbursable expenses incurred by Supplier, and (iii) all costs and damages attributable to such termination, including without limitation the costs attributable to Supplier's termination of any subcontractor and consultant agreements, demobilization costs and the profit on the Services and/or Equipment which have not yet been performed and/or provided or rented.

Confidentiality. Customer shall not disclose any Confidential Information to third parties, except with the prior written consent of Supplier or as required by applicable law, with reasonable prior written notice to Supplier. Customer shall protect Supplier's Confidential Information as confidential and proprietary (and at a minimum Customer shall employ the same safeguards to protect the Confidential Information as it would utilize to protect its own confidential information, but not less than reasonable safeguards). Customer shall use the Confidential Information only for purposes of performing the Agreement. Upon Supplier's request or within 14 days after expiration or earlier termination of this Agreement, Customer will return or destroy (as instructed by Supplier) all Confidential Information and all copies thereof in any media, unless Customer is required to retain such material under applicable laws. Customer further agrees that nothing in this Agreement limits or negates any statutory or common law rights, including those related to trade secrets, where such rights provide Supplier with broader protection of its Confidential Information. Each of Customer's agents and employees shall comply with the confidentiality restrictions set forth herein, and Customer shall indemnify, defend, and hold harmless Supplier from and against any and all damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and legal costs) incurred by Supplier as a result of unauthorized disclosure or use of Confidential Information by Customer or Customer's agents or employees. **This Section shall survive the expiration and any earlier termination of this Agreement.**

Promotional Materials. Customer authorizes Supplier to use Customer's name, logo and/or trademark without notice to or consent by Customer in connection with certain promotional materials that Supplier may disseminate to the public. The promotional materials may include, but are not limited to, brochures, video tapes, internet websites, press releases, advertisements in newspapers and/or other periodicals, and any other materials relating to any Services provided by Supplier to Customer, including, but not limited to, any existing or completed project, and such materials may be developed, disseminated and used without Customer's review; provided, however, that such advertising, promotion or similar public disclosures shall not indicate that Customer in any way endorses any Supplier products without prior written permission from Customer. Nothing herein obligates Supplier to use Customer's name, logo and/or trademark, in any promotional materials.

Notice. Any notice or other communication required to be given hereunder must be sent by (1) first class certified mail (return receipt requested) or reputable overnight courier to the address of the Party to be notified listed in this Agreement or any other address communicated in writing by such Party to the other, or (2) if each Party specifically identifies to the other an email address to which notices to such Party may be sent, by confirmed email transmission to that identified email address. To the extent notice is sent to Supplier via email, a copy must also be sent to legalnotice@brandsafway.com.

Dispute Resolution. If any dispute, claim, or question shall arise out of or related to this Agreement, including, but not limited to, any party's rights, obligations, or interpretations (a "Dispute"), the parties shall in good faith attempt to resolve such Dispute promptly and in an amicable manner under the informal dispute resolution procedure as set forth in this section prior to taking any formal legal action. Any party claiming a Dispute must notify the other party in writing of the Dispute, including the nature and basis of the Dispute, within 15 business days of when the notifying party knew or reasonably should have known of the occurrence(s) giving rise to the Dispute. Within 10 business days after the other party receives written notice of the Dispute, both parties will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any Dispute. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the party representatives. Upon agreement, the party representatives may use other alternative dispute resolution procedures, including mediation, to assist in the negotiations. If the designated party representatives are unable to resolve any such Dispute within 10 business days of meeting, each party may take whatever steps are necessary to protect its interests as provided in these Standard Terms and Conditions.

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Venue and Governing Law. This Agreement, and its negotiation, execution, performance and enforcement, shall be governed by and construed under the substantive and procedural laws of the state in which the associated project is located, without regard to that state's conflicts of laws principles. The venue for any cause of action arising out of this Agreement shall be the courts (either federal or state) of the state in which the project is located.

Assignment. Customer shall not assign this Agreement to any third party without Supplier's prior written consent.

Compliance with Laws. Customer agrees to comply with all applicable laws, rules, and regulations ("Laws"), **AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS SUPPLIER FOR THE CUSTOMER'S FAILURE TO COMPLY WITH ANY SUCH LAWS.** The foregoing indemnity in this Section shall survive the expiration or any earlier termination of this Agreement.

Minimum Insurance Requirements for Rental Equipment.

(a) At all times while performing work on the project or otherwise using the Equipment, Customer shall at its cost maintain insurance of the following types in amounts not less than:

- (1) Workers' Compensation: Statutory amount;
- (2) Employer's Liability: minimum limit of \$1,000,000 per accident;
- (3) General Liability Insurance, including contractual liability, products, and completed operations: \$1,000,000 per occurrence and \$2,000,000 annual aggregate;
- (4) Automobile Liability Insurance: combined single limit of \$1,000,000 per accident; and
- (5) Excess Liability Insurance combined single limit for Bodily Injury and Property Damage of not less than \$5,000,000 per occurrence.

In addition, if Equipment is rented to Customer, Customer shall at its cost maintain property insurance covering all risks of loss of or damage to such Equipment from any cause whatsoever, including, without limitation, fire, destruction, and theft, in an amount not less than the replacement cost value of such Equipment. Such property insurance must be in full force and effect throughout the Rental Period, and the policy must be endorsed to name Supplier as "loss payee" under said insurance.

(b) All insurance policies required herein shall:

- (1) Name Supplier, its directors, officers, employees, affiliates, and agents as additional insureds to the greatest extent allowed by law (except for items (a)(1) and (2) above) on a broad form endorsement with coverage no less broad than ISO form CG 2010 1185, such coverage being equivalent to Customer's indemnity obligations listed herein. A current certificate of insurance must be provided by Customer to Supplier indicating the above coverages prior to the commencement of the work. Supplier shall have no duty to review said certificate, and any failure of Supplier to notify Customer of its non-compliance with this Section or any other provision contained in these requirements shall not act as a waiver of any right by Supplier;
- (2) Contain an endorsement stipulating that Customer's policies are primary to and not contributory with any other policies affording coverage to Supplier and all other additional insureds, including any self-insurance retention or deductible maintained by the Supplier;
- (3) Provide that no policy shall be materially changed, amended, or canceled except after 30 days' prior written notice to Supplier; and
- (4) To the maximum extent permitted by law, be endorsed to waive all rights of subrogation against Supplier, its directors, officers, employees, affiliates and agents. The waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

Entire Agreement. This Agreement represents the entire understanding and agreement of the Supplier and Customer and may be modified only by a separate written agreement executed by both parties. This Agreement supersedes and cancels any and all prior or contemporaneous agreements, conversations, proposals, negotiations, understandings, and contracts, whether written or oral, between Supplier and Customer, express or implied, relating to the project.

Miscellaneous. In the event any term, provision or condition of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity, legality, or enforceability of the remainder of this Agreement. This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns; there are no third-party beneficiaries of this Agreement, except for the officers, directors, employees, agents, affiliates, and insurers of Supplier who, along with Supplier, are the intended beneficiaries of the indemnification and insurance provisions of these Standard Terms and Conditions. Upon the other Party's request, each Party agrees to execute such further documents as may be necessary to carry out the intent of this Agreement. This Agreement has been reviewed and approved by the Parties and their respective legal counsel. This Agreement shall not be construed against the Party preparing it, but shall be construed as if both parties jointly prepared this Agreement.

Standard Terms and Conditions - Sale/Rental of Equipment

**ADDENDUM A
DAMAGES WAIVER**

Upon entering into the Agreement between the Supplier and the Customer, the following additional terms and conditions shall apply. This Damages Waiver is not an insurance.

In consideration of this Damages Waiver, Customer agrees to pay an additional, non-refundable charge of (a) 7% of the total scaffold and shoring rental amount owing under the Agreement, and (b) 15% of the total motorized rental amount owing under the Agreement.

What this Damages Waiver covers:

All damage during the Rental Period while Equipment is used under normal working conditions by a qualified operator.

What this Damages Waiver does not cover:

The Customer shall remain liable for any all Loss or damage of or to (a) any tire, tube or tracks under any circumstances, any propane tank or other accessories, the costs incurred by the Supplier associated with any cleaning time of the Equipment exceeding 2 hours, Equipment that is sub-leased, and power cables, hoses, fittings and flexible ducts, and (b) Equipment resulting from the following occurrences:

- Use of Equipment for a purpose with which it is not designed.
- Breach of the Agreement.
- Mysterious disappearance, theft, vandalism, mischief, conversion, or any intentional misconduct.
- The use or operation of the Equipment in violation of any law, rule, legislation, statute, regulation, code, or any other legal authority.
- Use of the Equipment by an unqualified operator.
- Lack of lubrication or other normal servicing of the Equipment as specified in the Equipment's daily check label.
- Damage to motors, or other electrical appliances or devices resulting from artificial currents.
- Overloading, exceeding weight capacities, misuse, abuse (reckless or abusive manner), neglect, negligent operation, damage resulting from striking objects (overhead or otherwise) or from improper transport, or any intentional misconduct, whether by the Customer or anyone with the Customer's permission or anyone for whom the Customer is responsible by law, including without limitation its employees, representative and agents.
- Failure to follow any instruction or operator's manual and/or any training provided to the Customer by the Supplier with respect to the Equipment.
- The Customer's failure to properly secure the Equipment by making access to the Equipment readily available to any unauthorized operator or otherwise not reasonably restricting access to the Equipment.
- Damage caused by Equipment to other property or persons.
- Wind.
- Failure of the Customer to take reasonable precautions to protect Equipment against fire.
- Mechanical breakdown.
- Use of Equipment under the influence of alcohol or drugs.
- Transportation (whether or not lawful) of the Equipment.
- Use of the Equipment in demolition activities.
- Sinking of the Equipment into mud or water.
- Any exposure to radioactive contamination or other hazardous materials.
- Change in ambient conditions (e.g., freezing), site mechanical failures, or site electrical failures (e.g., insufficient supply power).

Damages Waiver deductible/limit of liability:

The Supplier agrees to limit, to the extent specified herein, the Customer's responsibility to the Supplier for damage to the Equipment to 50% of the actual damage caused. If the Equipment is damaged beyond repair, the Customer will be responsible for 50% of the Equipment replacement cost.

BUYER



LOS ANGELES HARBOR DEPARTMENT PURCHASE REQUISITION

DATE: 2/8/23
REQUISITION NO.
E-230316

SUGGESTED VENDOR(S) SAFE SCAFFOLDING (# 9596) 23392 VIA ALONDRA TRABUCO CANYON, CA 92679	LAST P.O. NO.	COMMENTS/ NOTES:
SHIP TO: C&M Division, 2nd Fl.		

LINE NO.	QUANTITY	UNIT	ACCOUNT	CENTER NO.	PROGRAM	JOB/FACILITY	WORK ORDER NO.
			59010	1002	000	0066500	2568100
ITEM NAME, FULL DESCRIPTION, MAKE, MODEL, AND CATALOG NUMBER							
	1	LOT					\$105,928.00
	1	LOT					\$148.00
			TAX				\$10,063.16
			ESTIMATED TOTAL				\$115,991.16

Risk Management insurance assessment required? Yes No

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

DATE NEEDED BY: ASAP ESTIMATED TOTAL: \$115,991.16

FOR FURTHER INFORMATION CALL: Robert Bustamante x3087

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

JL

SIGNED DIVISION HEAD

SIGNED DEPUTY EXECUTIVE DIRECTOR

REQUISITION NO.
E-230316