

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

BID NO. F-999 Page 1  
Show this number on envelope

Contract No. 39839

1. COMPLETE CONTRACT

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

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

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

3. AMOUNT TO BE PAID

The City agrees to pay the contractor for the goods or services in the manner described in the paragraph entitled "PAYMENTS" on the reverse side of this form. Unless otherwise indicated by the Bidder, remittance by the City for goods or services will be made to the address below.

4. CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

When alternative provisions are requested, or options are offered, the contractor will be notified as to which provision, or option, is being accepted when notification is sent that the Contractor is the successful bidder.

5. DECLARATION OF NON-COLLUSION

The undersigned certifies (or declares) under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure any advantage over other bidders.

6. LEGAL JUSTIFICATION

This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.


EXECUTED AT: Los Alamitos, CA ON THE 6th DAY OF November, 2017  
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:


Firm Name Gemini Forest Products

Phone 562/594-8948 Fax 562/430-6763

Address 10608 Los Alamitos Blvd, Los Alamitos, CA 90720  
Street City State Zip

 Todd Pollard Vice President

Signature Printed Name Printed Title

 Ted Pollard President

Signature Printed Name Printed Title

(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 \_\_\_\_\_, 201\_\_\_\_  
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  
January 12, 2018  
City Attorney  
BY   
Deputy

# FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-999**

**SUBMIT BID TO:**

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

**BID DUE BEFORE  
2:00 P.M.  
NOVEMBER 8, 2017**

**Buyer:** : Michelle Davies, Procurement Supervisor (310) 732-3890

**BIDS WILL BE PUBLICLY  
OPENED**

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

| QUANTITY AND UNIT | ITEMS and DESCRIPTION | UNIT PRICE QUOTED | EXTENSION |
|-------------------|-----------------------|-------------------|-----------|
|-------------------|-----------------------|-------------------|-----------|

**BIDS** are requested for the annual requirements of the Los Angeles Harbor Department for **TREATED ACZA AND POLYUREA COATED ACZA TREATED PILE** to be furnished and delivered as may be required during the contract period Commencing one year from execution of contract.

**THE FOLLOWING ITEMS ARE IN ACCORDANCE WITH ATTACHED SPECIFICATIONS NOS. ACZA20170926 AND CTDPILE122015:**

|    | Estimated Annual Usage |  |                   |                      |
|----|------------------------|--|-------------------|----------------------|
| 1. | 1                      | EACH                                     | \$ <u>1310.73</u> | \$ <u>1,310.73</u>   |
|    |                        | TREATED ACZA PILE, 50' Length.           |                   |                      |
|    |                        | State Brand & Product No. Quoting: _____ |                   |                      |
| 2. | 200                    | EACH                                     | \$ <u>1665.00</u> | \$ <u>333,000.00</u> |
|    |                        | TREATED ACZA PILE, 65' Length.           |                   |                      |
|    |                        | State Brand & Product No. Quoting: _____ |                   |                      |
| 3. | 36                     | EACH                                     | \$ <u>1876.95</u> | \$ <u>67,570.20</u>  |
|    |                        | TREATED ACZA PILE, 70' Length.           |                   |                      |
|    |                        | State Brand & Product No. Quoting: _____ |                   |                      |

REQ. NO.: S-17223  
NOTIFY: M. Paredes  
10/17/17 - MD  
PAGE 2

STATE TIME OF DELIVERY: 45 DAYS AFTER RECEIPT OF ORDER  
TERMS zero DISCOUNT FOR PAYMENT WITHIN 30 DAYS.  
BIDDER MUST SIGN THIS BID ON PAGE 1



**FORMAL REQUEST FOR BID**

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-999**  
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10. TBD EACH \$ 6251.85 \$ \_\_\_\_\_

**POLYUREA COATED ACZA TREATED PILE, 75' Length.**

State Brand & Product No. Quoting: \_\_\_\_\_

11. TBD EACH \$ 7375.00 \$ \_\_\_\_\_

**POLYUREA COATED ACZA TREATED PILE, 85' Length.**

State Brand & Product No. Quoting: \_\_\_\_\_

12. TBD EACH \$ 11388.10 \$ \_\_\_\_\_

**POLYUREA COATED ACZA TREATED PILE, CLASS "A" 100' PILE, Douglas Fir.**

State Brand & Product No. Quoting: \_\_\_\_\_

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

**LOADING REQUIREMENTS.** Pile shall be loaded and separated by 4x4 dunnage to facilitate off-loading.

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

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

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

Check one:

Option Granted: \_\_\_\_\_ Option Not Granted:  X

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NO. F-999**  
(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: NOVEMBER 8, 2017**

## **AUTHORIZED DISTRIBUTOR/DEALER:**

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

Yes: \_\_\_\_\_  \_\_\_\_\_ No: \_\_\_\_\_

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

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

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

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

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

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

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

## **BID SUBMITTAL TIMELINESS**

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

## **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.

**FORMAL REQUEST FOR BID**

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-999**

(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: NOVEMBER 8, 2017**

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

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

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

**SALES TAX PERMIT.** Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: SR Y EA 3567726.

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

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

Company:  
Address:  
City:

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

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

REMIT TO: NAME: Gemini Forest Products

ADDRESS: P O Box 105

Los Alamitos, CA 90720-0105

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

**SUPPLIER CONTACT INFORMATION:**

Contact Person: Todd Pollard

Title: Vice President

Telephone No.: 562/594-8948

Fax No.: 562/430-6763

E-Mail Address: todd@geminiforest.com

24 Hour Contact No.: \_\_\_\_\_

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-999

(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: NOVEMBER 8, 2017**

**ESTIMATED EXPENDITURE:** Total expenditures under this contract are estimated to be \$689,665.00 annually. No guarantee can be given that this total will be reached or that it will not be exceeded. Vendor agrees to furnish more or less at the unit prices quoted in accordance with actual requirements throughout the contract period, however, this amount may not be exceeded without prior written approval from the Board of Harbor Commissioners in the event the amount exceeds \$150,000.

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

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

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

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

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

Yes (YES or NO) Option granted for one additional year at a price increase not to exceed 5 %.

Yes (YES or NO) Option granted for second additional year at a price increase not to exceed 7 % over first option year prices.

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

**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.

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NO. F-999**

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**BID DUE BEFORE 2:00 PM ON: NOVEMBER 8, 2017**

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

## ETHICS CLAUSE

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

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

## ENVIRONMENTAL MANAGEMENT SYSTEM

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

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

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

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-999  
(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: NOVEMBER 8, 2017**

**LOCAL BUSINESS PREFERENCE PROGRAM.** The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor Department's Local Business Preference Program (LBPP) aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector.

Bidders who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any bid for goods, materials, supplies, and related services valued in excess of \$150,000. The preference will be applied by calculating the bidder's price at 8% less than the quoted price. The Harbor Department will use the applied preference for bid tabulation only. Actual amount paid to the lowest bidder will be the price quoted by the lowest bidder meeting specifications.

The Harbor Department defines a LBE as:

- (a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. Headquartered shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties; or
- (b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

In order for Harbor Department staff to determine the appropriate LBE preference, Bidder shall complete, sign, notarize and submit the attached Affidavit and Bidder Description Form. The Affidavit and Bidder Description Form will signify the LBE status of the Bidder and subcontractors.

In the event of Bidder's noncompliance during the performance of the Contract, Bidder shall be considered in material breach of contract. In addition to any other remedy available to City under this Contract or by operation of law, the City may withhold invoice payments to Bidder until noncompliance is corrected, and assess the costs of City's audit of books and records of Bidder and its subcontractors. In the event the Bidder falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Bidder from participation in City contracts for a period of up to five (5) years.

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

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

**FORMAL REQUEST FOR BID**

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-999**  
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**MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE (MBE/WBE/OBE):** It is the policy of the Los Angeles Harbor Department to provide minority (MBE), women (WBE) and all other (OBE) business enterprises an equal opportunity to participate in the performance of all Harbor Department contracts. Such opportunities have resulted in combined M/WBE participation of over 20%. Bidders are encouraged to continue assisting the Department in implementing this policy by taking all reasonable steps to ensure that all available business enterprises have an equal opportunity to compete for and participate in Department contracts. All bidders are encouraged to reach out to M/W/OBEs when opportunities are available.

**BUSINESS TAX REGISTRATION CERTIFICATE (BTRC):** In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (844) 663-4411, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers. Accordingly, firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. Bidder, in submitting this bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number.  
BTRC/BTRC Exemption Number: 238630-0001-7.

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

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

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**ETHICS - FORMS  
(Attachment A)**



Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
(213) 978-1960  
ethics.lacity.org

# Prohibited Contributors (Bidders) Form 55

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.

Original filing  Amended filing (original signed on \_\_\_\_\_; last amendment signed on \_\_\_\_\_)

Reference Number (bid or contract number, if applicable):

F-999

Date Bid Submitted:

11/8/17

Description of Contract (title of RFP and services to be provided):

supplier of materials

City Department Awarding the Contract:

Los Angeles Harbor Department

## BIDDER INFORMATION

Name: Gemini Forest Products, Inc

Address: 10608 Los Alamitos Blvd, PO Box 105, Los Alamitos, CA 90720-0105

Email: ted@geminiforest.com Phone: 562/594-8948

## SCHEDULE SUMMARY

Please complete all three of the following:

### 1. SCHEDULE A — Bidder's Principals (check one)

- The bidder is the individual listed above and has no other principals (Schedule A is not required).
- The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.

### 2. SCHEDULE B — Subcontractors and Their Principals (check one)

- The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required).
- The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.

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

## BIDDER'S CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.

Date: November 6, 2017

Signature: \_\_\_\_\_

Name: Ted Pollard

Title: President



Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
(213) 978-1960  
ethics.lacity.org

# Prohibited Contributors (Bidders) Form 55

## SCHEDULE A — BIDDER'S PRINCIPALS

Please identify the names and titles of all of 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.

Check this box if additional Schedule A pages are attached.

Name: Ted Pollard Title: President

Address: 10608 Los Alamitos Blvd, Los Alamitos, CA 90720

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_



Ethics Commission  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 (213) 978-1960  
 ethics.lacity.org

# Prohibited Contributors (Bidders) Form 55

## 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 that threshold.

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

Check one of the following:

- The subcontractor listed above is an individual and has no other principals.
- The subcontractor listed above is an individual or an entity and has principals, and their names and titles are 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.

Check this box if additional Schedule B pages are attached.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

**LOCAL BUSINESS PREFERENCE PROGRAM – FORMS  
(Attachment B)**

## AFFIDAVIT OF COMPANY STATUS

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

Gemini Forest Products, Inc

Name of Firm

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

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

LBE     Non-LBE

- A Local Business Enterprise (LBE) is: (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or (b) a business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. "Headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties.
- A Non-LBE is any business that does not meet the definition of a LBE.

Signature: 

Title: Vice President

Printed Name: Todd Pollard

Date Signed: 11/6/17

## Contractor Description Form

**PRIME CONTRACTOR:**

Contract Title: \_\_\_\_\_  
Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_  
Local Business Enterprise: YES \_\_\_\_\_ NO \_\_\_\_\_ (Check only one)  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
County: \_\_\_\_\_  
Telephone: (    ) \_\_\_\_\_ FAX: (    ) \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**SUBCONTRACTOR:**

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

**SUBCONTRACTOR:**

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

**SUBCONTRACTOR:**

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

**SUBCONTRACTOR:**

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

**ACKNOWLEDGMENT**

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

State of California  
County of Orange

On 11-07-2017 before me, Carolina Zepeda, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Carolina Zepeda (Seal)



**SPECIFICATION NO., ACZA20170926**  
**(Attachment C)**

Los Angeles Harbor Department  
Construction and Maintenance Division  
SPECIFICATIONS FOR ACZA TREATED TIMBER PILE  
Spec No ACZA20170926, September 2017

1) General Requirements

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

2) ACZA TREATED MARINE PILING

- a) General: Timber piles shall conform to ASTM D25, Class B, and Reference Specification Subsection 205-1, except that the minimum pile circumference 3 feet from the butt shall be 44 inches.
- b) Treatment: Piles shall be preservative treated per AWPA Standards C18. Preservative shall be ACZA with minimum 2.50 pcf retention.
- c) Marine Organisms or other Damage: Piles which, when delivered, show evidence of infestation or damage by fungus, dryrot, or marine borers, such as Limnoria or Toredos, or which have barnacles or other attachments, will not be accepted.
- d) Manufacture: Piles shall be clean-peeled, in accordance with ASTM D25 (latest revision). Care shall be exercised to see that the sapwood is not cut through or removed in the process of peeling. Insofar as practical, all edging, boring, chamfering, gaining, trimming, etc., shall be done prior to treatment.
- e) Classes and Sizes
  - i) General: The circumferences of piles after peeling shall have minimum and maximum limits as given in Table 1, this sub-article except that not more than ten percent (10%) of the piles in any order under this specification may have circumferences two (2) inches less than the tabulated minimum values. All piling purchased

under this specification shall have circumferences and diameters listed for "piles for use in wharves, bearing, and batter" in Table 1, unless specified otherwise elsewhere in the documents.

ii) Circumferences and Diameters:

TABLE 1

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

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

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

3) HANDLING AFTER TREATMENT

- a) General: In handling treated materials, extreme care shall be used not to damage the edges of the lumber or to break through the portions of lumber or piling penetrated by the preservative. No sharp tools shall be used for handling the material in a manner which will damage it.
- b) Tools: Peavies, pikes, and similar tools may be used in the handling of piling when absolutely unavoidable but shall then be used only within the length of three (3) feet from either end of the piling.
- c) Slings: Wire rope slings may be used in loading and unloading piling subject to location of points of support of other conditions meeting the approval of the inspector. Not more than three piles shall be lifted or handled in any sling load and preferably no more than two.
- d) Damaged Materials: Any pieces of material damaged in any significant way which would, in the opinion of the Director of Port Construction and Maintenance, materially reduce the effectiveness and/or the expected longevity of the materials in the use for which they are intended shall be rejected. Rejected materials shall be replaced at

once, with suitable materials in kind, by the Contractor, and at his own expense.

4) DELIVERY:

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

5) PILE MARKING:

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

**SPECIFICATION NO., CTDPILE122015  
(Attachment D)**

**Port of Los Angeles  
Construction and Maintenance Division  
Specification # CTDPILE122015  
12/18/2015**

**GUIDE SPECIFICATION FOR MARINE GRADE POLYUREA COATING AND ENCAPSULATION  
OF ROUNDTIMBER PILING**

**DESCRIPTION**

This specification details the surface preparation and product application of a slow cure marine grade spray Polyurea coating on non-treated and treated wood products for encapsulation. The product must be marine grade and have self-leveling capabilities to provide a smooth surface. This specification is for application prior to installation and to provide a compatible field applied repair material for touch up and repairs after installation. The application is designed to prevent the leaching of treating products into the environment by applying a continuous, fully adhered coating product. The product must also provide abrasion resistance, impact resistance and resistance to marine bores.

**1.01 SUMMARY**

- A. Provide labor, materials, equipment and supervision necessary to install a marine grade spray Polyurea coating system to encapsulate treating products to protect the marine environment.

**1.02 SUBMITTALS**

- A. Submit literature verifying that the product has a history for use in marine environments and meets the physical properties and composition requirements.

**1.03 QUALITY ASSURANCE**

- A. **Manufacturer Qualifications:** minimum 7 years' experience and has manufactured at least 500 pilings with SG E375-08 marine grade Polyurea coating, along with a verifiable project list that meets the manufacturers specification for this product.
- B. **Applicator Qualifications:** The applicator shall be trained and approved by the manufacturer to apply the system. Manufacturer's written verification of applicator approval is required. Applicator must have approved equipment for applying plural component products and have an approved facility with a certified spray booth meeting all local air quality standards.
- C. **Pressure treated wood products;** only products treated in accordance with American Wood Protection Association (AWPA) and conforming to Best Management Practices (BMPs) as promulgated by the Western Wood Preservers Institute (WWPI) will be accepted for coating.

**1.04 REFERENCES AND STANDARDS**

All references and standards shall be in accordance with:

- A. ASTM (American Society for Testing and Materials)
- B. SSPC (Society of Protective Coatings)
- C. WWPI (Western Wood Preservers Institute)
- D. BMPs (Best Management Practices for the use of treated wood in aquatic and other sensitive environments.)
- E. AWPA (American Wood Protection Association)

**2.02 MATERIALS:** Materials shall meet the following physical property requirements.

**PRODUCT REQUIREMENTS, DESCRIPTION AND CHARACTERISTICS**

**POLYUREA (Marine Grade):** Two-component 1-1 slow cure spray based Polyurea coating shall be solvent free 100% solids, non-leaching and inert when cured. Polytetramethylene ether glycol (PTMEG Based), designed for marine environments. The product must contain UV stabilizers and anti-oxidants in the system. **Product characteristic requirements:** The products tack free time must be 8-10 minute to insure proper penetration into the wood surface and crevices allowing for maximum adhesion and mechanical bonding. The product must have a 45-60 second gel time to allow self-leveling providing a smooth low friction surface. The product must meet or exceed (ASTM D 1052) flex life 200,000 cycles and all other physical requirements

**Port of Los Angeles  
Construction and Maintenance Division  
Specification # CTDPILE122015  
12/18/2015**

contained within this specification. Occasional pin holes are acceptable but in no case shall any pin hole continue inward to bare wood. **Non-PTMEG based** and fast cure products outside the specification requirements are not acceptable.

**APPLICATION / EQUIPMENT REQUIREMENTS**

All equipment used in the production of marine pilings coated with SG E375-08 Marine Grade Polyurea Spray Coating must be preapproved by Specguard / Marine Fenders International with written verification. Occasional pin holes are acceptable but in no case shall any pin hole continue inward to bare wood.

**APPLICATION THICKNESS**

The product must be applied at 250 mil (1/4") average coating thickness on all surfaces, providing no location has +/- 20% of thickness. Coverage rates are subject to the substrate profile. To insure proper thickness, quantity of material required for surface area shall be calculated at approximately 6.4 square feet per gallon as approved by manufacturer.

A 6-10 mils coating applied full length of the pile for full encapsulation

**PRODUCT COLORS:** Available standard colors are Black, Tan, Brown and Gray. Colors will fade due to UV instability. Black and earth tones are recommended. Normal weathering will dull the finish of the product over time but will have no adverse effect of the lifespan or functional physical properties of SG E375-08.

**2.03 SPRAY POLYUREA SYSTEM PHYSICAL PROPERTY REQUIREMENTS**

**PRODUCTS:** SG E375-08, Marine Fenders International, Inc.

|                        |          |  |              |
|------------------------|----------|--|--------------|
| Total Solid Content    | 100 %    | Color stability (aromatic)             | None         |
| Mixing ratio A-B       | 1-1      | Tear (ASTM D624)                       | 520 lbs / in |
| Tack free @ 72°F       | 8-min    | Hardness (ASTM D2240)                  | 80-90 A      |
| Gel time               | 45-sec   | Permeability (ASTM E96)                | 0.067 WVT    |
| V.O.C Content          | 0%       | Burn Rate (typical) (ASTM D 635)       | 1.52 cm/min  |
| Elongation (ASTM D412) | 375 %    | Taber Abrader (ASTM D 4060) 500 cycles | .094/1000    |
| Tensile (ASTM D412)    | 2600 psi | Flex-Life (ASTM D 1052) (cycles)       | 200,000      |

**2.04 FIELD REPAIR PRODUCT - PRODUCT REQUIREMENTS, DESCRIPTION AND CHARACTERISTICS**

Field applied repair material is a two-component mixed, 8-minute tack free and 2-minute gel time, Polyurea product that is applied and troweled to the appropriate thickness.

**REPAIR MATERIAL - MFI-TROWEL PATCH, Marine Fenders International, Inc.**

**FIELD APPLIED REPAIR MATERIAL**

**FP-85- trowel applied**

|                            |                        |
|----------------------------|------------------------|
| Total Solid Content        | 100 %                  |
| mixing ratio A-B           | 1-1                    |
| Tack free @ 72°F           | 8-10 minutes           |
| Gel time                   | 1-2 minutes            |
| Color stability (aromatic) | none                   |
| Hardness (ASTM D2240)      | 80-90 A                |
| V.O.C. Content             | none                   |
| Permeability (ASTM E96)    | 0.067 WVT              |
| Viscosity                  | A -1000 cps B -700 cps |

PRODUCTS: SPECGUARD, E-375-08 Spray polyurea Marine Grade Coating, FP-85- trowel applied.

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-999

(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: NOVEMBER 8, 2017**

## GENERAL CONDITIONS READ CAREFULLY

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

END

No. 285 Rev. 10/12-116



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

Eric Garcetti Mayor, City of Los Angeles  
Board of Harbor Commissioners  
Eugene D. Seroka Executive Director  
Ambassador Vilma S. Martinez President  
David Arlan Vice President  
Patricia Castellanos  
Anthony Pirozzi, Jr.  
Edward R. Renwick

**DATE: NOVEMBER 8, 2017**

**ADDENDUM # 1 BID NO. F-999 - TREATED ACZA AND POLYUREA COATED ACZA TREATED PILE**

**BID OPENING DATE: NOVEMBER 8, 2017**

**THAT PORTION WHICH NOW READS IN PART:**

AS WRITTEN

**IS HEREBY CHANGED TO:**

**ADD:**

**Raw Material Mill Certification:**

Each shipment shall be accompanied by one signed reproducible copy of a certification that the material furnished has been tested and/or inspected to the requirements of the specification(s) ordered, and has been found in compliance with the specified requirements. The certification shall include the number(s) and revision(s) of the specification(s) to which the material is certified, and the identification of the material lot(s) to which it's applies; the MILLS's name and address; contract/purchase order number; authorized acceptance stamp, signature and title shall be affixed.

**Treating Certification:**

Round piles should bear both the wood species and the preservative **treatment certification** in the form of a stamp, brand, or an attached **certificate**. The preservative **treatment certification** should include the American Wood Preservers Association (AWPA) name, the level of **treatment**, and the type of **treatment**.

OKTP  
11/6/17

Sincerely,

Michelle Davies  
Procurement Supervisor



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

Eric Garcetti Mayor, City of Los Angeles
Board of Harbor Commissioners President
Eugene D. Seroka Executive Director
David Atlan Vice President
Patricia Castellanos
Anthony Pirozzi, Jr.
Edward R. Renwick

DATE: DECEMBER 21, 2017

ADDENDUM # 2 BID NO. F-999 - TREATED ACZA AND POLYUREA COATED ACZA TREATED PILE

BID OPENING DATE: NOVEMBER 8, 2017

THAT PORTION WHICH NOW READS IN PART:

- ...during the contract period Commencing one year from execution of contract. (Pg. 2)
...IN ACCORDANCE WITH ATTACHED SPECIFICATIONS NOS. ACZA20170926... (Pg. 2)
ESTIMATED EXPENDITURE: ... Board of Harbor Commissioners in the event the amount exceeds \$150,000. (Pg. 7)
ETHICS CLAUSE: Bidders must submit CEC Form 55 (provided in Attachment) ... (Pg. 8)
LOCAL BUSINESS PREFERENCE PROGRAM: ... (Pg. 9)

IS HEREBY CHANGED TO:

- ...during the contract period Commencing for one year from execution of contract. (Pg. 2)
...IN ACCORDANCE WITH ATTACHMENT "C" SPECIFICATIONS NOS. ACZA20170926... (Pg. 2)
ESTIMATED EXPENDITURE ... Board of Harbor Commissioners. (Pg. 7)
ETHICS CLAUSE: Bidders must submit CEC Form 55 (provided in Attachment "A") ... (Pg. 8)
LOCAL BUSINESS PREFERENCE PROGRAM: (Attachment "B") ... (Pg. 9)

Sincerely,

M. Davies
Michelle Davies
Procurement Supervisor

T.P.
12/21/17