

**RENEWAL OPTION
NO. 2**

HARBOR DEPARTMENT
City of Los Angeles
500 Pier A Street, Wilmington, CA 90744
(Berth 161) 310-732-3890

DATE: June 28, 2023

V E N D O R	#2599
	QUALITY FENCE CO., INC.
	14929 GARFIELD AVENUE
	PARAMOUNT, CA 90723

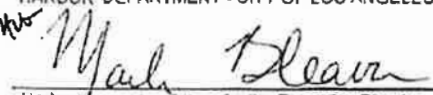
ANNUAL CONTRACT NUMBER
32089-23
DATED: November 04, 2022

THIS NOTICE IS TO ADVISE YOU THAT THE PURCHASING OFFICER IS MAKING THE FOLLOWING CHANGES IN THE ABOVE PURCHASE ORDER. PLEASE CHANGE YOUR RECORDS ACCORDINGLY.

ITEM	QUANTITY ORDERED	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
			<p>CHANGE FROM:</p> <p>Delete date of expiration shown on contract.</p> <p>Annual Contract Reference No.: 32089-23</p>		
			<p>CHANGE TO:</p> <p>Renewal Option Number 2 granted in Vendor's Bid No. 12820 is hereby exercised. New expiration date of order is now November 03, 2024.</p> <p>Expenditure for the new contract period commencing November 04, 2023, and expiring November 03, 2024 is not to exceed \$149,000.</p> <p>Annual Contract Reference No.: 32089-24</p>		

REQUISITION NO. E-24-0034	NEW SUBTOTAL \$	NEW SALES TAX \$	NEW TOTAL \$ 149,000	NET INCREASE \$	NET DECREASE \$
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COMMENTS: Exercise 2nd Renewal Option in the amount of \$ 149,000.
(Chain Link Fencing and Gate Materials & Installation)

HARBOR DEPARTMENT - CITY OF LOS ANGELES		BUYER: D. Nappi (310) 732-3890
 Harbor Purchasing Officer for the Executive Director	FURNISH TRIPPLICATE INVOICES	BILL TO: HARBOR DEPARTMENT, CITY OF LOS ANGELES ATTN: ACCOUNTING SECTION P.O. BOX 191, SAN PEDRO, CA 90733-0191

RENEWAL OPTION NO. 2

HARBOR DEPARTMENT
City of Los Angeles
500 Pier A Street, Wilmington, CA 90744
(Berth 161) (310) 732-3890

DATE: June 28, 2023

Page 2 of 2

V E N D O R	#2599
	QUALITY FENCE CO., INC.
	14929 GARFIELD AVENUE
	PARAMOUNT, CA 90723

ANNUAL CONTRACT NUMBER
32089-23
DATED: November 04, 2022

THIS NOTICE IS TO ADVISE YOU THAT THE PURCHASING OFFICER IS MAKING THE FOLLOWING CHANGES IN THE ABOVE PURCHASE ORDER. PLEASE CHANGE YOUR RECORDS ACCORDINGLY.

ITEM	QUANTITY ORDERED	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
			CHANGE FROM:		
			CHANGE TO:		
			<p>INSURANCE Contractor shall maintain at its own expense proof of insurance which includes the City of Los Angeles Harbor Department as additional insured in accordance with the types and the minimum limits specified in Bid Request No. <u>12820</u>.</p> <p>Insurance carriers must be admitted in the State of California or policies must be written through a California licensed surplus lines broker.</p> <p>NO WORK SHALL BE DONE AND NO PAYMENT WILL BE MADE WITHOUT APPROVED INSURANCE REMAINING IN EFFECT.</p>		

REQUISITION NO. E-24-0034	NEW SUBTOTAL \$	NEW SALES TAX	NEW TOTAL \$ 149,000	NET INCREASE \$	NET DECREASE \$
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COMMENTS: Exercise 2nd Renewal Option.
(Chain Link Fencing and Gate Materials & Installation)

BUYER: D. Nappi (310) 732-3890

HARBOR DEPARTMENT - CITY OF LOS ANGELES

Maria Blauer
Harbor Purchasing Officer for the Executive Director

FURNISH
TRIPPLICATE
INVOICES

BILL TO:
HARBOR DEPARTMENT, CITY OF LOS ANGELES
ATTN: ACCOUNTING SECTION
P.O. BOX 191, SAN PEDRO, CA 90733-0191

**RENEWAL OPTION
NO. 1**

HARBOR DEPARTMENT
City of Los Angeles
500 Pier A Street, Wilmington, CA 90744
(Berth 161) 310-732-3890

DATE: October 13, 2022

V E N D O R	#2599
	QUALITY FENCE CO., INC.
	14929 GARFIELD AVENUE
	PARAMOUNT, CA 90723

ANNUAL CONTRACT NUMBER
32089-22
DATED: November 04, 2021

THIS NOTICE IS TO ADVISE YOU THAT THE PURCHASING OFFICER IS MAKING THE FOLLOWING CHANGES IN THE ABOVE PURCHASE ORDER. PLEASE CHANGE YOUR RECORDS ACCORDINGLY.

ITEM	QUANTITY ORDERED	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
			<p>CHANGE FROM:</p> <p>Delete date of expiration shown on contract.</p> <p>Annual Contract Reference No.: 32089-22</p>		
			<p>CHANGE TO:</p> <p>Renewal Option Number 1 granted in Vendor's Bid No. 12820 is hereby exercised. New expiration date of order is now November 03, 2023.</p> <p>Expenditure for the new contract period commencing November 04, 2022, and expiring November 03, 2023 is not to exceed \$149,000.</p> <p>Annual Contract Reference No.: 32089-23</p>		

REQUISITION NO. E-23-0034	NEW SUBTOTAL \$	NEW SALES TAX \$	NEW TOTAL \$ 149,000	NET INCREASE \$	NET DECREASE \$
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COMMENTS: Exercise 1ST Renewal Option in the amount of \$ 149,000.
(Chain Link Fencing and Gate Materials & Installation)

BUYER: D. Nappi (310) 732-3890

HARBOR DEPARTMENT - CITY OF LOS ANGELES

AVG

Harbor Purchasing Officer for the Executive Director

[Signature] 10/18/22

FURNISH
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INVOICES

BILL TO:
HARBOR DEPARTMENT, CITY OF LOS ANGELES
ATTN: ACCOUNTING SECTION
P.O. BOX 191, SAN PEDRO, CA 90733-0191

RENEWAL OPTION NO. 1

HARBOR DEPARTMENT
City of Los Angeles
500 Pier A Street, Wilmington, CA 90744
(Berth 161) (310) 732-3890

DATE: October 11, 2022

Page 2 of 2

V E N D O R	#2599
	QUALITY FENCE CO., INC.
	14929 GARFIELD AVENUE
	PARAMOUNT, CA 90723

ANNUAL CONTRACT NUMBER
32089-22
DATED: November 04, 2021

THIS NOTICE IS TO ADVISE YOU THAT THE PURCHASING OFFICER IS MAKING THE FOLLOWING CHANGES IN THE ABOVE PURCHASE ORDER. PLEASE CHANGE YOUR RECORDS ACCORDINGLY.


ITEM	QUANTITY ORDERED	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
			CHANGE FROM:		
			CHANGE TO: INSURANCE Contractor shall maintain at its own expense proof of insurance which includes the City of Los Angeles Harbor Department as additional insured in accordance with the types and the minimum limits specified in Bid Request No. <u>12820</u> . Insurance carriers must be admitted in the State of California or policies must be written through a California licensed surplus lines broker. NO WORK SHALL BE DONE AND NO PAYMENT WILL BE MADE WITHOUT APPROVED INSURANCE REMAINING IN EFFECT.		

REQUISITION NO. E-23-0034	NEW SUBTOTAL \$	NEW SALES TAX	NEW TOTAL \$ 149,000	NET INCREASE \$	NET DECREASE \$
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COMMENTS: Exercise 1st Renewal Option.
(Chain Link Fencing and Gate Materials & Installation)

BUYER: D. Nappi (310) 732-3890

HARBOR DEPARTMENT - CITY OF LOS ANGELES

AVG

Harbor Purchasing Officer for the Executive Director

FURNISH
TRIPLICATE
INVOICES

BILL TO:
HARBOR DEPARTMENT, CITY OF LOS ANGELES
ATTN: ACCOUNTING SECTION
P.O. BOX 191, SAN PEDRO, CA 90733-0191

**PURCHASE ORDER
CHANGE**

NO. 1

HARBOR DEPARTMENT
City of Los Angeles
500 Pier A Street, Wilmington, CA 90744
(Berth 161) (310) 732-3890


DATE: 03/08/22

V E N D O R	#2599
	QUALITY FENCE CO., INC.
	14829 GARFIELD AVE
	PARAMOUNT, CA 90723

ANNUAL CONTRACT NO.
32089-22
DATED: 11/4/2021

THIS NOTICE IS TO ADVISE YOU THAT THE PURCHASING OFFICER IS MAKING THE FOLLOWING CHANGES IN THE ABOVE ANNUAL CONTRACT. PLEASE CHANGE YOUR RECORDS ACCORDINGLY.

ITEM	QUANTITY ORDERED	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
			<p>CHANGE FROM:</p> <p>AS WRITTEN</p>		
			<p>CHANGE TO:</p> <p>1. ESTIMATED EXPENDITURE: Total expenditures under this contract are estimated to be \$149,000 annually.</p> <p>2. SUB-PURCHASE ORDERS AND LIMITATIONS. Regardless of the expiration date, this order shall be considered cancelled if and when total expenditures reach \$149,000 unless vendor receives a written notification of an increase by the Director of Contracts and Purchasing.</p> <p>3.</p> <p style="text-align: right;">PLUS APPLICABLE SALES OR USE TAX \$ 0.00</p> <p style="text-align: right;">TOTAL INCL. SALES TAX <u>\$149,000.00</u></p>		

APPROVED AS TO FORM AND LEGALITY

 _____ 20____
 MICHAEL N. FEUER, City Attorney
 By _____
 Assistant City Attorney

REQUISITION NO.	NEW SUBTOTAL \$149,000	NEW SALES TAX \$	NEW TOTAL \$149,000	NET INCREASE \$50,000	NET DECREASE \$
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COMMENTS:

POC 1: INCREASE FUNDING AUTHORITY BY \$50,000.00 TO ACCOMMODATE PROJECTS

BUYER: Jaime Martin (310) 732-3890

HARBOR DEPARTMENT - CITY OF LOS ANGELES	FURNISH TRIPPLICATE INVOICES	BILL TO: HARBOR DEPARTMENT, CITY OF LOS ANGELES ATTN: ACCOUNTING SECTION P.O. BOX 191, SAN PEDRO, CA 90733-0191
Harbor Purchasing Officer for the Executive Director 		

HARBOR DEPARTMENT

City of Los Angeles
500 Pier A Street, Wilmington, CA 90744
(310) 732-3890

ANNUAL CONTRACT

ANNUAL CONTRACT NO. 32089-22 DATE PRINTED 11/04/2021

SHIP TO
VARIOUS LOCATIONS

PAGE
1 of 10

VENDOR
#2599
QUALITY FENCE CO., INC.
14929 GARFIELD AVE.
PARAMOUNT, CA 90723

ANNUAL CONTRACT/SUB-PURCHASE ORDER RELEASE
NUMBER(S) MUST APPEAR ON ALL PACKAGES, INVOICES,
SHIPPING PAPERS AND CORRESPONDENCE. PACKING SLIPS
MUST ACCOMPANY ALL SHIPMENTS.

F.O.B.
DESTINATION

INVOICE MUST MATCH PURCHASE ORDER TO BE PAID. CHANGES MUST BE
AUTHORIZED IN WRITING BY THE DIRECTOR OF CONTRACTS AND PURCHASING.

VENDOR'S PHONE (323) 585-8585 TERMS 15% 30 Days

ITEM	QUANTITY	DESCRIPTION	TOTAL AMOUNT
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This order is in acceptance of Bid #12820 for the annual requirements of the Los Angeles Harbor Department for **CHAIN LINK FENCING AND GATES, FURNISHED AND INSTALLED**, to be furnished and delivered as may be required during the contract period commencing **November 4, 2021** and ending **November 3, 2022**.

1. **MATERIALS**, to include all components and assembled gates.

DISCOUNT vendor will allow the Harbor Department from Manufacturer's Nationally Published Price List.

PERCENTAGE DISCOUNT allowed the Harbor Department.....7%

State Manufacturer: Builders Fence Company

Price List No.: 2021

Applicable Price Column: Best Column

The Price Agreement Conditions herein shall apply to discounts quoted.

REFER QUESTIONS ABOUT THIS ORDER TO: JAIME MARTIN, PHONE (310) 732-3890

**BILL TO: ATTN.: ACCOUNTING SECTION
HARBOR DEPARTMENT, CITY OF LOS ANGELES
P. O. BOX 191
SAN PEDRO, CA 90733-0191**

**FURNISH
TRIPLICATE
INVOICES**

Reg. No. E-21-0049 Bid No. 12820 City Contract Fund 702 2021-22 Annual Contract No. 32089-22

ANNUAL CONTRACT

ANNUAL CONTRACT NO.
32089-22

DATE PRINTED
11/04/2021

PAGE
2 of 10

RECYCLED PRODUCT CONTENT STATEMENT:

Bidder shall provide the following information with its Quotation.

Recycled Product Available: Yes: X No:

If yes, state brand, model and/or cat. no.: Builder's Fence, Various Products

Recycled content: 70 %

Post-consumer waste: 20 %

Secondary waste: 10 %

NOTE: THIS PORTION OF THE CONTRACT IS FOR MATERIALS (INCLUDING GATE MATERIALS) ONLY.

2. INSTALLATION

Fencing: Installation under standard digging conditions that include concrete or asphalt up to 12 inches thick and **NOT including required components.**

1. Fencing installation, chain link, without barbed wire top, including line posts only, top rail, and bottom tension wire, for 500 feet or more: Per Linear Foot: \$ 44.00
2. Fencing installation, chain link, with 1 foot (3 strand) barbed wire top, including line posts only, top rail, and bottom tension wire, for 500 feet or more: Per Linear Foot: \$ 48.00
3. Post, End/Terminal Installation, to be used at the end of the fencing run: Each: \$ 275.00
4. Post, Corner Installation, to be used wherever there is more than 20-degree horizontal deflection: Each \$ 325.00
5. Post, Bias/Slope Installation, to be used wherever there is vertical deflection: Each: \$ 80.00
 - 2a. Post Line, set in concrete Each: \$ 80.00
 - 2b. Post Line, driven not set in concrete Each: \$ 50.00
 - 3a. Post, End/Terminal, set in concrete Each: \$ 80.00
 - 3b. Post, End/Terminal, driven not set in concrete Each: \$ 60.00
 - 4a. Post, Corner, set in concrete Each: \$ 80.00
 - 4b. Post, Corner, driven not set in concrete Each: \$ 50.00
 - 5a. Post, Bias, set in concrete Each: \$ 80.00

ANNUAL CONTRACT

ANNUAL CONTRACT NO.
32089-22

DATE PRINTED
11/04/2021

PAGE
3 of 10

- 5b. Post, Gate Installation, to be used wherever a gate is requiredEach: \$ 160.00
- 5c. Post, Gate, set in concrete Each: \$ 160.00
6. Upcharge, for difficult digging conditions (asphalt or concrete over 12 inches thick), to be added to lineal foot price for fencing only (Items 1 and 2)Per Linear Foot: \$ 15.00
7. Fencing Installation, Chain Link, 10 Feet Tall, Includes Line Posts, Top Rail, Middle Rail, Bottom Tension Wire, and Barbwire, for 300' or morePer Linear Foot: \$ 48.00
8. Fencing Installation, Chain Link, 10 Feet Tall, Includes Line Posts, Top Rail, Middle Rail, Bottom Tension wire, and Barbwire, for 300' or more Per Linear Foot: \$ 50.00
9. Post, End/Terminal, 2-7/8 OD, SCH 40 Post, Set in ConcreteEach: \$ 180.00
10. Post, Corner, 2-7/8 OD, CH 40 Post, Set in ConcreteEach: \$ 180.00
11. Post, Slope/Bias Installation, Set in ConcreteEach: \$ 30.00
12. Post, Gate, 4'OD, SCH 40 for 1 O' High Chain Link Fence, Set in Concrete ...Each: \$ 200.00
13. 1 O" X 24" .28" Deep & Pull Cores Each: \$ 100.00

Demolition, Fencing, to include removal of fencing fabric and posts, flush cutting at grade of posts set in concrete and the solid filling of holes with concrete. Fabric and posts to be disposed of at the Harbor Department's facility at Berth 194, Wilmington, or other facility as directed by the Harbor Department. Gates shall be removed intact and transported to a storage facility as directed.

1. Demolition, as abovePer Linear Foot: \$ 10.00
2. Additional percentage (%) to be charged for jobs less than 500 feet in length, including gates 20 %

NOTE:

- All fencing materials must comply with the attached Harbor Specifications Section 02830, Chain Link Fencing and Gates, Dated September 9, 2004.
- Survey(s) will be provided by the Harbor Department.
- Installer to call "Dig Alert" and obtain and maintain ticket numbers for all jobs. Installer to provide ticket number to appropriate Harbor Department Person.
- Contractor need not accept jobs less than 500 feet.
- Prices to include, but not limited to, all labor, materials, tools, transportation, insurance and applicable taxes.
- All work to be done at jobsites within the Los Angeles Harbor area.

ANNUAL CONTRACT

ANNUAL CONTRACT NO.
32089-22

DATE PRINTED
11/04/2021

PAGE
4 of 10

ESTIMATED EXPENDITURE. Total expenditures under this contract are estimated to be **\$99,000.00** annually. No guarantee can be given that this total will be reached or that it will not be exceeded. Vendor agrees to furnish more or less at the unit prices quoted in accordance with actual requirements throughout the contract period, however, this amount may not be exceeded without prior written approval from the Director of Contracts and Purchasing.

MISCELLANEOUS PURCHASES. The Harbor Department reserves the right 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 **\$1,500.00** per order, per invoice.

DELIVERY. Delivery is desired within 5 days after vendor receives order.

DELIVERY POINT. Prices to include all delivery charges, F.O.B. the Harbor Department, Various Locations.

NEW AND UNUSED: Materials furnished shall be new and unused.

SUPPLIER CONTACT INFORMATION:

Contact Person: William Cavanaugh
Title: President
Telephone No.: (323) 585-8585
Fax No.: (562) 869-7804
E-Mail Address: tycavanaugh@dslextreme.com
24 Hr Contact No.: (323) 712-3796

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.

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.: 382736

Class: C-13, C-23, B Expiration Date: 10/31/2021

ANNUAL CONTRACT

ANNUAL CONTRACT NO.
32089-22

DATE PRINTED
11/04/2021

PAGE
5 of 10

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

During First Renewal Period, Price increase shall not exceed: 5%

During Second Renewal Period, Price increase shall not exceed: 5%

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 and Purchasing. No increase will be granted without prior approval off the Director of Contracts and Purchasing.

INSURANCE. Contractor shall maintain at its own expense proof of insurance which includes the City of Los Angeles Harbor Department as additional insured in accordance with the types and the minimum limits specified below and in accordance with Bid Request No. 12820.

General Liability Insurance

Vendor shall procure and maintain in effect throughout the term of this Agreement 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 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. **Any and all Railroad Exclusions shall be deleted.**

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

ANNUAL CONTRACT

ANNUAL CONTRACT NO.
32089-22

DATE PRINTED
11/04/2021

PAGE
6 of 10

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.

INDEMNITY. Contractor shall save, keep, bear harmless and fully defend and indemnify the City of Los Angeles, the Harbor Department, and all boards, officers, employees, agents or other authorized representatives thereof, from all liability, damages, costs or expenses in law or equity claimed by anyone for bodily injury or death, or damage to property arising out of the performance by Contractor of its obligations hereunder, whether liability is attributable solely to Contractor or to a combination of Contractor and City.

Insurance carriers must be admitted in the State of California or policies must be written through a California licensed surplus lines broker.

NO WORK SHALL BE DONE AND NO PAYMENT WILL BE MADE WITHOUT APPROVED INSURANCE REMAINING IN EFFECT.

TESTS. Representative samples may be taken from each delivery and tested for compliance with specifications. Testing costs will be paid by the Harbor Department for samples that comply. If samples do not comply with requirements, the expense of testing will be charged to the vendor and delivery will be rejected. The vendor will be required to pick up the rejected material as soon as possible and to make a new delivery within five (5) days from first notification. Notification will be made to vendor's regularly established office.

SITE MAINTENANCE & CLEAN-UP. Contractor 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 Contractor shall at once remove as necessary all plants, tools, equipment and materials, and shall thoroughly clean the worksite leaving it with a neat clean appearance.

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

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

WARRANTY. Terms of warranty on equipment offered. Free PARTS & SERVICE (LABOR) for defective parts and workmanship for the following time period after equipment has been accepted: 1 Year.

ANNUAL CONTRACT

ANNUAL CONTRACT NO.
32089-22

DATE PRINTED
11/04/2021

PAGE
7 of 10

CARE & 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 Harbor Department equipment in his\her possession or the possession of any of his\her agents.

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: 14-667705.

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: Quality Fence Co., Inc.
 ADDRESS: 14929 Garfield Ave.
 Paramount, CA 90732

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.

AUTHORIZED DISTRIBUTOR/DEALER:

The vendor indicates it is an authorized factory distributor/dealer for the manufacturer quoted, or has provided 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 supplier.

The manufacturer will be responsible for any default of the vendor that is not corrected by the vendor 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.

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

ANNUAL CONTRACT

ANNUAL CONTRACT NO.
32089-22

DATE PRINTED
11/04/2021

PAGE
8 of 10

- 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.

PREVAILING WAGE \ PUBLIC WORKS CONTRACTS. Contractor, in performance of this Public Works Contract, shall comply with all provisions of Section 425 of the Charter of the City of Los Angeles and of the Labor Code of the State of California including, but not limited to, those sections requiring payment of prevailing wages and the employment\training of apprentices.

SERVICE CONTRACT WORKER RETENTION AND LIVING WAGE POLICY

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 5771 on January 3, 1999 agreeing to adopt the provisions of the Los Angeles City Ordinance No. 171004 relating to Service Contract Worker Retention (SCWR) Section 10.36 et. seq. of the Los Angeles Administrative Code as the policy of the Harbor Department. Further, Charter 378 requires compliance with the City's Living Wage (LW) requirements as set forth by ordinance (LWO), Section 10.37 et. seq. of the Los Angeles Administrative Code. Contractor shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate this contract and otherwise pursue legal remedies that may be available.

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.

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.

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.

ANNUAL CONTRACT

ANNUAL CONTRACT NO.
32089-22

DATE PRINTED
11/04/2021

PAGE
9 of 10

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: 0000288353-0001-5.

HARBOR DEPARTMENT CONTACT:

Phil Hazelett
Construction & Maintenance
(310) 732-3550

Previous Contract: 31882-20

PLUS APPLICABLE SALES OR USE TAX	\$0.00
TOTAL INCLUDING SALES TAX	<u>\$99,000.00</u>

HARBOR DEPARTMENT DIRECTOR OF CONTRACTS AND PURCHASING FOR THE EXECUTIVE DIRECTOR



Signature

ANNUAL CONTRACT

ANNUAL CONTRACT NO.

32089-22

DATE PRINTED

11/04/2021

PAGE

10 of 10

TERMS AND CONDITIONS

WARNING: The terms and conditions of this Purchase Order, including price, quantity and time for performance may not be changed except in writing signed by the Executive Director or Director of Purchasing of the Harbor Department.

NON DISCRIMINATION CLAUSE AND CERTIFICATION:

In accepting this order, vendor agrees to comply with the provisions of Los Angeles City Administrative Code Sections 10.8.1 thru 10.8.8 and Article 10, which pertain to AFFIRMATIVE ACTION. In the performance of this order, vendor (contractor) certifies that he will not discriminate in his employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status marital status, or medical condition. All subcontracts awarded under any contract mentioned in Section 10 of the Los Angeles City Administrative Code shall contain a like provision.

TERMINATION FOR NON-APPROPRIATION:

The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year after the current fiscal year is contingent upon City's appropriation of funds for that purpose. The City's fiscal year ends on June 30th of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.

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.

DELIVERY:

If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the Director of 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 Purchasing.

INSPECTION:

All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to accrued charges.

INVOICING:

The point of free delivery, terms, order number, name and address of department must appear on all invoices.

All materials must be marked and tagged with the Purchase Order 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 order include delivery to the division within building unless otherwise specified on the order.

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

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

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

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

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

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

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

LOS ANGELES BUSINESS TAX:

Vendor may be subject to the Los Angeles Business Tax. If you do not now have a Los Angeles City Business Tax Registration Certificate, it is suggested that you contact in person or call the Office of Finance's Tax and Permit Division at Room 101, City Hall, 201 N. Main Street, Los Angeles, CA 90012.

CITY OF LOS ANGELES MUNICIPAL CODE:

All items must meet the requirements of the City of Los Angeles Municipal Code.

LIABILITY:

The vendor shall hold the Harbor Department, its officers, agents and employees harmless from liability of any nature or kind on account of any Copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, materials, or appliances furnished or used under this Purchase Order.

TAXES:

Do not include Federal Excise Tax on invoice. The City will supply Federal Excise Tax Exemption Certificate to supplier. Applicable sales or use tax is shown on this order. For out of state vendors, use tax will be paid directly, to the State of California unless vendor's California Tax Permit Number appears on invoice.

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