

TO: HARBOR DEPARTMENT PURCHASING OFFICE  
BY MAIL: P. O. Box 786, Wilmington, CA 90748  
DELIVERY: 500 Pier "A" Street, Berth 161  
Wilmington, CA 90744

BID NO. F-772 Page 1  
Show this number on envelope

Contract No. 39615

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

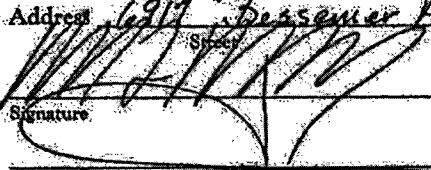
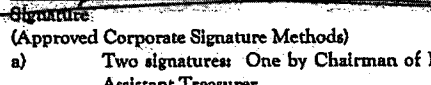
The undersigned certifies (or declares) under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up 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: Cleveland, Ohio ON THE 21<sup>st</sup> DAY OF October, 2011  
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Cleveland Track Material, Inc.  
Phone 216 641 4000 Fax 216 441 7507  
Address 6917 Bessemer Ave. Cleveland Ohio 44127  
City State Zip  
Signature  Printed Name William E. Willoughby COO  
Signature  Printed Name GERARD THUREZ CEO

(AFFIX CORPORATE SEAL HERE)

- (Approved Corporate Signature Methods)  
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 Cuyahoga  
State of Ohio S.S.

Subscribed and sworn this date  
October 21, 2011

  
SANDRA REIK


NOTARY PUBLIC, STATE OF OHIO  
Recorded in Cuyahoga County  
My Comm. Expires May 5, 2014

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  
11/9, 2011

City Attorney  
BY   
Deputy LANN

# FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-772**

<p style="text-align: center;"><b>SUBMIT BID TO :</b></p> <p><b>By Hand:</b> Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744</p> <p><b>By Mail:</b> Los Angeles Harbor Department Purchasing Office P. O. Box 786 Wilmington, CA 90748</p>	<p><b>BID DUE BEFORE</b> <b>2:00 P.M.</b> <b>OCTOBER 17, 2011</b></p> <p><b>BIDS WILL BE PUBLICLY OPENED</b></p>
<p><b>Buyer:</b> Leticia Caldera, Procurement Analyst      (310) 732-3890</p>	

**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
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**THIS IS A REBID OF BID NO. F-743**

**BADGER BRIDGE CONLEY JOINT ASSEMBLIES**

Bid includes the furnishing of all labor, material, tools, equipment, supervision and incidentals for manufacturing, testing, shipping of existing worn "Conley Joints" and new or rehabilitated replacement Moveable Bridge Miter Joints, and handling for the supply to Pacific Harbor Line Yards of two replacement casting sets and rehabilitation of two sets of existing worn Conley Joints.

Installation of the Conley Joints on the Badger Bridge is not included in this procurement.

Refer to specifications and drawing attached:

- Section 01010 Summary of Work dated February 22, 2011 (2 pages)
- Section 01300 Submittals (3 pages)
- Section 01311 Bar Chart Schedule (5 pages)
- Section 01340 Shop Drawings, Product Data and Samples (3 pages)
- Section 01412 Testing Laboratory (2 pages)
- Section 02466 Moveable Bridge Miter Joints (9 pages)
- Attachment 1 – Procurement of Replacement Conley Joints (2 page drawing)

Prices to include all charges and fees excluding sales tax.

1. 2 PR Each \$ 96,562.00 \$ 193,134.00  
**NEW 133RE BRIDGE JOINT ASSEMBLY COMPLETE,**  
 Consisting of 1 RH & 1 LH (3) Piece Assembly Complete

State Make, Model, and Model Year Quoting: N/A

REQ. NO.: G-5189 NOTIFY: Melissa Harné 9/30/11 LC:ap <b>PAGE 2</b>	STATE TIME OF DELIVERY: <u>210</u> DAYS AFTER RECEIPT OF ORDER TERMS <u>1/2</u> % DISCOUNT FOR PAYMENT WITHIN <u>10</u> DAYS. BIDDER MUST SIGN THIS BID ON PAGE 1
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# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-772

BID DUE BEFORE 2:00 PM ON: OCTOBER 17, 2011

2. 2 PR Each \$ ~~38,626.00~~ \$ 77,252.00  
**REHABILITATE 133RE BRIDGE JOINT ASSEMBLY,**  
Consisting of 1 RH & 1 LH (3) Piece Assembly Complete

The cost of refurbishing the joints shall not exceed 40% of the cost of new joints.

State Make, Model, and Model Year Quoting: D/A

3. 2 PR Each \$ ~~4,283.00~~ \$ 8,566.00  
**EVALUATE 133RE BRIDGE JOINT ASSEMBLY FOR REHABILITATION,**  
Consisting of 1 RH & 1 LH (3) Piece Assembly Complete. Determine and demonstrate that each of the six (6) used castings in each assembly are solid and not damaged beyond a condition that will allow restoration and application of weld material to near new specifications and dimensions.

NOTE: Joints must be manufactured according to the attached specification. This will allow the joints to be installed within a six-hour period and with no modifications to the existing bridge.

**PRE-BID CONFERENCE.** There will be a MANDATORY Pre-Bid Conference for all Bidders. VENDORS NOT IN ATTENDANCE WILL NOT BE ALLOWED TO BID ON THIS PROJECT.

Date: Friday, October 7, 2011  
Time: 10am  
Location: Purchasing Office, 1<sup>st</sup> Floor  
500 Pier A Street  
Wilmington, CA 90744

The purpose of the Pre-Bid Conference is to answer any questions about the requirements contained within the bid and to provide any additional information, which may prove helpful to the prospective bidder, as well as overcome any barriers to participation.

NOTE: BIDDERS MUST BRING THEIR OWN APPROPRIATE PPE (SAFETY WEAR, IE. VESTS, HARDHATS, AND APPROPRIATE SHOES).

### **REQUEST FOR QUOTATION BIDDER RESPONSIVENESS**

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

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

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

## FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-772

**BID DUE BEFORE 2:00 PM ON: OCTOBER 17, 2011**

**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.

### **BID SUBMITTAL TIMELINESS**

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

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

### **SUPPLIER CONTACT INFORMATION:**

Contact Person: Joel Hacker

Title: Chief Estimator

Telephone No.: 216 641 4000 x 119

Fax No.: 216 441 7507

E-Mail Address: jhacker@clevelandtrack.com

24 Hour Contact No.: 1

**ADDITIONAL QUANTITIES.** The Harbor Department desires the option to purchase additional quantities of above item(s) at the same prices, terms and conditions, providing that the total of any of the additional quantities does not exceed the total for that item, and providing that the Harbor Department exercise the option before: December 31, 2011.

**NOTIFICATION.** Vendor shall notify Melissa Harne, Harbor Department, Engineering Division at (310) 732-3667 not less than five (5) days in advance that the assemblies are ready for the following inspections: (1) Pre-delivery inspection, (2) Final inspection at point of delivery.

**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-772

**BID DUE BEFORE 2:00 PM ON: OCTOBER 17, 2011**

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

Pacific Harbor Line Maintenance Yard  
340 Water Street  
Wilmington, CA 90744

**DELIVERY.** Delivery is required within eight (8) months 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.

**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: \_\_\_\_\_

**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: Cleveland Track Material, Inc.

ADDRESS: P.O. Box 71237

Cleveland, OH 44191

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.

**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.

## FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-772

**BID DUE BEFORE 2:00 PM ON: OCTOBER 17, 2011**

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**EQUAL BENEFITS POLICY.** The Board of Harbor Commissioner of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 172,908, as amended, relating to Equal Benefits (Section 10.8.2 et seq. of the Los Angeles Administrative Code) as a policy of the Harbor Department. Bidder shall comply with the policy whenever applicable. Violation of the policy shall entitle the City to terminate any agreement with Bidder and pursue any or all other legal remedies that may be available.

**MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE (MBE/WBE/OBE):** It is the policy of the Los Angeles Harbor Department to provide minority (MBE), women (WBE) and all other (OBE) business enterprises an equal opportunity to participate in the performance of all Harbor Department contracts. Such opportunities have resulted in combined M/WBE participation of over 20%. Bidders are encouraged to continue assisting the Department in implementing this policy by taking all reasonable steps to ensure that all available business enterprises have an equal opportunity to compete for and participate in Department contracts. All bidders are encouraged to reach out to M/W/OBEs when opportunities are available.

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

**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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# FORMAL REQUEST FOR BID

BID NO. F-772

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID DUE BEFORE 2:00 PM ON: OCTOBER 17, 2011

## GENERAL CONDITIONS READ CAREFULLY

1. **FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic or facsimile bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Purchasing Division, 500 Pier "A" Street, P. O. Box 786, Wilmington, CA 90748. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.
2. **TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
3. **SPECIFICATION CHANGES.** Bidder may request in writing that specifications be modified if its provisions restrict bidder from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All bidders will be notified by Addendum of any approved changes in the specifications.
4. **BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Bidder must describe variations in their Bid.
5. **AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the bidder. The City may make combined award of all items complete to one bidder or may award separate items to various bidders. Bidders may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
6. **PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
7. **PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
8. **DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
9. **PAYMENTS.** Payment terms are NET 30 days unless bidder quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
10. **ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Purchasing.
11. **NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
12. **SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.
13. **PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
14. **CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.
15. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.
16. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
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.

END

No. 285 Rev. 7/11-116



Berth 161 500 Pier "A" Street Wilmington, CA 90748-0786 TEL/TDD 310 732-3890 FAX 310 513-6234 [www.portoflosangeles.org](http://www.portoflosangeles.org)

Antonio R. Villaralgorosa *Mayor, City of Los Angeles*  
Board of Harbor Commissioners  
Geraldine Knatz, Ph.D. *Executive Director*  
Cindy Miscikowski *President*  
David Arlan *Vice President*  
Kaylynn L. Kim  
Robin M. Kramer  
Douglas P. Krause

DATE: October 20, 2011

BID # F-772 - ADDENDUM #3

DESCRIPTION: BADGER BRIDGE CONLEY JOINT ASSEMBLIES

BID OPENING DATE: October 26, 2011, 2pm

**THIS ADDENDUM IS TO EXTEND DELIVERY TIME**

**1. EXTEND DELIVERY TIME**

FROM: Eight (8) months

TO: Twelve (12) months

Refer to: Section 01010  
Summary of Work  
(Conley Joints Purchase and Rehabilitation)  
February 22, 2011

Part 1 – General

1.1 Description

B. The four sets of completed replacement Conley Joints shall be supplied with 8 months of award of the Procurement Bid...

All other specifications, terms, and conditions shall remain the same.

For questions, please contact Leticia Caldera (310) 732-3890.

Regards,   
Leticia Caldera, Procurement Analyst

