

TO: CITY OF LONG BEACH
ATTN: CITY CLERK OFFICE
333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802



INVITATION TO BID

BUILDING MATERIAL, LUMBER
AND RELATED

CONTRACT NO. 33752

1. COMPLETE CONTRACT:

This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.

2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:

Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.

3. AMOUNT TO BE PAID:

The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.

4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:

When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he 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 or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

BIDDER MUST COMPLETE AND SIGN BELOW:

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor – refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: Long Beach CITY CA STATE ON THE 5th DAY OF January MONTH, 20 15.

COMPANY NAME: Penn Forest Products, LLC TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 20940 S. Alameda CITY: Long Beach STATE: CA ZIP: 90810

PHONE: 310-761-8606 FAX: 310-609-2462

S/ Kenneth Miller (SIGNATURE) Owner / President (TITLE)

Kenneth Miller (PRINT NAME) ken@pennforestlumber.com (EMAIL ADDRESS)

S/ Paul Pendergast (SIGNATURE) Secretary (TITLE)

Paul Pendergast (PRINT NAME) paulatpennforest@aol.com (EMAIL ADDRESS)

ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.
NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.
NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH
BY [Signature]
Director of Financial Management

2/24/15
Date

APPROVED AS TO FORM 2-19, 20 15.
CHARLES PARKIN
CITY ATTORNEY
[Signature]
Deputy

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

The following information is submitted regarding the Bidder:

Legal Form of Bidder:

Corporation State of California
Partnership State of _____
General Limited
Joint Venture
Individual DBA

Limited Liability Company State of _____

Composition of Ownership (more than 51% of ownership of the organization):

OPTIONAL

Ethnic (Check one):

Black Asian Other Non-white
 Hispanic American Indian Caucasian

Non-ethnic Factors of Ownership (check all that apply):

Male Yes - Physically Challenged Under 65
 Female No - Physically Challenged Over 65

Is the firm certified as a Disadvantaged Business: Yes No

Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?

Yes No

Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

Please use the proper notary form, which applies to your type of organization on all Bid documents, attachments and bonds requiring a signature by officers of your company.

NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.

INDIVIDUAL (Doing Business As)

- a. The only acceptable signature is the owner of the company. (Only one signature is required.)
- b. The owner's signature must be notarized if the company is located outside of the state of California.

PARTNERSHIP

- a. The only acceptable signature(s) is/are that of the general partner or partners.
- b. Signature(s) must be notarized if the partnership is located outside of the state of California.

CORPORATION

- a. Two (2) officers of the corporation must sign.
- b. Each signature must be notarized if the corporation is located outside of the state of California.

OR

- a. The signature of one officer or the signature of person other than an officer is acceptable if the Bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
- b. Signature(s) must be notarized if the corporation is located outside of the state of California.

LIMITED LIABILITY COMPANY

- a. The signature on the Bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- b. Signature must be notarized if the company is located outside of the state of California.

THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562-570-6200.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On January 6, 2015 Before me, Miraya Ruano, Notary Public
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared Kenneth Michael Miller & Paul Pendergast
NAME(S) OF SIGNER(S)

personally known to me - OR - 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.



WITNESS my hand and official seal.

Miraya Ruano
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
CORPORATE OFFICER
PARTNER(S)
ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER:

Bid Package
TITLE OR TYPE OF DOCUMENT
NUMBER OF PAGES
DATE OF DOCUMENT
SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES):

**BID NUMBER ITB LB15-020
INSTRUCTIONS TO BIDDERS**

1. PREPARATION OF BID:

The preparation of the Bid, including visits to the Site prior to submittal of the Bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the Bid and shall be disregarded by the City. Any changes or corrections in the Bid must be initialed in ink by the person signing the Bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax Bids are acceptable.

NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.

2. EXAMINATION OF BID:

Bidder is responsible for examining the Invitation to Bid and submitting its Bid complete and in conformance with these instructions.

3. CONDITIONS OF WORK:

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

4. DISCREPANCIES IN BID DOCUMENTS:

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

5. ORAL STATEMENTS:

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

6. BRAND NAMES AND SPECIFICATIONS:

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design and construction of items required. **Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the Bid.** Substitute items must be equal in quality, utility and performance. **The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.**

7. AWARD:

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 Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

The City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed:" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of Bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular Bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a Contract by the City Council or issuance of a Purchase Order is conclusive and binding on the City with respect to this Bid and its resulting Contract or Purchase Order. However, prior to authorization by the City Council or issuance of the Purchase Order, Bidders may rely on: (1) approval of an "equal" or "substitute" item which will be issued in writing, and (2) written notice of intent to award by the City Council, which is often issued prior to the authorization by the City Council so that a Bidder can order materials that have a long lead time.

8. PAYMENT:

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

9. SAFETY APPROVAL:

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

10. BUSINESS LICENSE:

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to www.longbeach.gov/finance/business_license.

**BID NUMBER ITB LB15-020
INSTRUCTIONS TO BIDDERS**

19. AMERICANS WITH DISABILITIES ACT:

Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as said claim relates to this Contract.

20. EQUAL BENEFITS ORDINANCE:

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code section 2.73 et seq., the Equal Benefits Ordinance. Bidders/Proposers shall refer to Attachment/Appendix for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and return, with their bid/proposal, the Equal Benefits Ordinance Compliance form contained in the Attachment/Appendix. Unless otherwise specified in this procurement package, Bidders/Proposers do not need to submit supporting documentation verifying with their bids/proposals. However, supporting documentation verifying that the benefits are provided equally shall be required if the Bidder/Proposer that is selected for award of a contract.

CONTRACT – GENERAL CONDITIONS

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.

14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.
25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made

by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Julissa Jose-Murray at 562-570-6869 for assistance with the form.

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.

29. **NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:**

Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.

30. **NOTE: FAILURE TO COMPLY WITH THESE ADDITIONAL CONDITIONS WILL DISQUALIFY A BIDDER. NOTICE OF INTENTION TO APPLY FOR WAIVER OF ALL OR A PORTION OF THESE INSURANCE REQUIREMENTS MUST BE IN COMPLIANCE WITH CITY OF LONG BEACH ADMINISTRATIVE REGULATION 8-27 (AR 8-27). NOTE THAT COMPLIANCE WITH THE CITY'S INDEMNIFICATION IS MANDATORY FOR A RESPONSIVE BIDDER.**

THE FOLLOWING ADDITIONAL CONDITIONS APPLY TO ALL BIDS:

INSURANCE: As a condition precedent to the effectiveness of this Contract, Contractor shall procure and maintain at its expense, until completion of performance and acceptance by City, from an insurer admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

- (a) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming **the City of Long Beach, and its boards, officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against **the City of Long Beach, and its boards, officials, employees, and agents**.
- (c) Automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) per accident for bodily injury and property damage covering Symbol 1 ("all autos").

Any self-insurance program or self-insurance retention must be approved separately in writing by the City's Risk Manager or designate and shall protect the **City of Long Beach, and its boards, officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to the City of Long Beach, and shall be primary and not contributing to any other insurance or self-insurance maintained by the City of Long Beach.

Any subcontractors of all tiers which Contractor may use in the performance of this Contract shall be required to maintain insurance in compliance with the provisions of this section.. The additional insured endorsement form number applicable to subcontractors with respect to the general liability insurance shall be the ISO CG 20 26 11 85 form or its equivalent.

Contractor shall deliver to the City of Long Beach certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless the City's Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Contract. The City of Long Beach reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of the City's Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Contract.

To the extent more stringent insurance requirements apply in accordance with the City of Long Beach's Administrative Regulation 8-27 (AR 8-27) and its amendments, the currently in-force AR 8-27 regulations and requirements supersede and replace any insurance requirements stated herein.

INDEMNITY: To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City, its Commissions and Boards, and their officials, employees, and agents from and against any and all demands, claims, causes of action, liability, loss, liens, damage, costs, and expenses (including attorney's fees) arising from or in any way connected or alleged to be connected with Contractor's performance of the performance under the Contract or the work under or related to the Contract and from any act or omission, willful misconduct, or negligence (active or passive) by or alleged to be by Contractor, its employees, agents, or subcontractors either as a sole or contributory cause, sustained by any person or entity (including employees or representatives of City or Contractor). The foregoing shall not apply to claims or causes of action caused by the sole negligence or willful misconduct of the City, its Commissions and Boards, or their officials, employees, or agents.

In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

The provisions of this Section shall survive the expiration or termination of this contract.

THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK FOR THE CITY OR ON CITY PROPERTY:

Before execution of a Contract, the bidder shall file two surety bonds with the City of Long Beach subject to the approval of the City Engineer and City Attorney. The bonds shall be on forms provided by the City or acceptable to the City Attorney. The Payment Bond (Material and Labor Bond) shall satisfy claims of material suppliers and mechanics and laborers employed by the contractor on the Work. This bond shall be maintained by the contractor in full force and effect until the work is accepted by the City of Long Beach and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code. The Performance Bond shall guarantee faithful performance of all work within the time and manner prescribed, free from original or developed defects. This bond shall remain in effect as prescribed within the Contract, until the end of all warranty periods.

If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.

Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.

Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

PROJECT OVERVIEW

Furnish and deliver building material, lumber and related items to the City of Long Beach in accordance with department needs and fund availability.

BID TIMELINE

Bid release date: December 10, 2014

Bid due date: January 7, 2015

BID SUBMISSION INSTRUCTIONS

It is recommended that bidders visit the City's website www.longbeach.gov/purchasing on a regular basis for any addenda to the bid.

Additional Document Submittals: Bidders that do not include the items listed below with their bids will be deemed non-responsive and their bids will be rejected.

- Reference List
- Debarment Certification Form
- Equal Benefits Ordinance Form (EBO)
- Small Business Enterprise Program Commitment Plan Form (SBE)
- W-9 Form

Bidders shall submit one (1) original of the bid marked "ORIGINAL" and one (1) identical copy marked "COPY" and one electronic media PDF copy of bid and Excel price spreadsheet (USB drive, CD or other readable media). All of these items shall be included in a sealed envelope and addressed to:

City of Long Beach
C/O City Clerk
Attn: Lenore Blueford
333 W. Ocean Blvd., Plaza Level
Long Beach, CA 90802

Bids shall be clearly labeled in a sealed envelope or box as follows:

ITB LB15-020 BUILDING MATERIAL, LUMBER & RELATED

Bids must be received by 11:00 AM PT, January 7, 2015. Bids that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.

REFERENCES

Bidder shall furnish a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar items and quantities. The City intends to contact these customers to determine product reliability, performance and other information. Failure to include customer's references will result in rejection of bids. See Reference Information form attachment.

AWARD

The City prefers to award to a single contractor but reserves the right to award contract to multiple vendors. The City reserves the right in its sole discretion to award all items to one bidder, or to award separate items or groups of items to various bidders, or to increase or decrease the quantities of any item. The City reserves the right to reject at any time any or all bids.

RIGHT TO REJECT BID

The City reserves the right, in its discretion, to reject any and all Bids and, to the extent not prohibited by law, to waive any minor irregularity or informality in any Bid that does not affect the validity of the Bid or does not give the bidder a competitive advantage over other bidders.

BID PROTEST PROCEDURES

Who May Protest

Only a bidder who has actually submitted a bid proposal is eligible to protest a bid. The City will not accept or entertain bid protests from manufacturers, vendors, suppliers, subcontractors or the like. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

Time for Protest

A bidder desiring to protest a bid shall file the protest within five (5) business days following the date on which bids were opened. The Purchasing and Business Services Manager must receive the protest by the close of the business on the fifth (5th) business day following the bid opening.

Form of Protest

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the Purchasing and Business Services Manager. A protest shall not be made by e-mail or fax and the City will not accept such. A protest must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, must refer to the specific portion(s) of the contract documents upon which the protest is based, and shall include a valid e-mail address, street address, and phone number sufficient to ensure the City's response will be received.

Once the protest is received by the Purchasing and Business Services Manager, the City will not accept additional information on the protest unless the City itself requests it. In that case, the additional information must be submitted within three (3) business days after the request is made and must be received by the Purchasing and Business Services Manager by the close of the business on the third (3rd) business day.

The Purchasing and Business Services Manager or designee will respond, by e-mail or regular mail to the addresses provided in the protest, with a decision regarding the protest within ten (10) business days following receipt of the protest or, if applicable, the receipt of requested additional information.

The decision of the Purchasing and Business Services Manager shall be final and conclusive.

The procedure and time limits set forth herein are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

SPECIFICATIONS

CONTRACT PERIOD

Twenty-four months after date of award or after the expiration of the current contract, whichever is earlier. This Contract may be extended by mutual agreement for up to two additional year in accordance with terms and conditions stated herein.

It is agreed that if the City intends to renew this Contract, the City shall so notify the Contractor 90 days prior to the expiration date. Contractor shall be required to submit any price increases to the City Purchasing Agent for approval at least 60 days prior to expiration of Contract. Said notice shall show item number, price, Contract number, and purchase order number. The City reserves the right to accept or reject any price increase, and to cancel the renewal notice if price increases are not acceptable.

PRICE INCREASE

A. Shall not exceed 10 % during the first renewal period.

B. Shall not exceed 10 % during the second renewal period.

VENDOR CONTACT INFORMATION

Name of a person that will be the City's contact for order placement, order problems or special needs, etc. (must have a person's name).

Contact Name: Paul Pendergast

Contact Direct Phone: 310-761-8606

Contact Cell: 310-710-2911

Contact Fax: 310-609-2462

Contact E-mail: paulatpennforest@aol.com

INSURANCE See page 9 section 30

BOND PROVISIONS – N/A

BLANKET PURCHASE ORDER (BPO)/AUTHORIZED PERSONNEL

A Blanket Purchase Order (BPO) will be sent to the Contractor by the City Purchasing Agent. City personnel authorized to make releases (purchase orders) against the BPO will be indicated on the BPO. Shipment and/or services shall be made against the BPO release number. Releases shall be allowed only if the appropriate BPO number is indicated on the BPO release issued by authorized personnel in the Department. Contractor must reference BPO release number and not the BPO number on all invoices.

SPECIFICATIONS

PAYMENT REQUIREMENTS

Contractor shall submit an itemized invoice, for each delivery, describing the list of items with quantities, of materials delivered. Cost of each item shall be indicated as per unit of measurement with the discount/markup offered in the Bid Section items.

The Contractor shall provide the invoice to the City with each billing. The invoice shall be sent to the Department contact. If the purchase order does specify the Department contact and address, the Contractor is responsible for obtaining the name and address of the Department contact upon order.

The Contractor shall submit upon completion of each order an invoice describing each service or items purchased. Itemization of invoices to include a detailed, description/summary of product or service performed (such as type of work performed, list of vehicle/materials with part numbers, labor hours charged listing tasks performed, authorizing authority of purchase, and the release purchase order number) and all applicable taxes on all invoices.

THE CITY WILL NOT PAY BASED ON THESE INVOICES, BUT INSTEAD WILL PAY BASED ON A MONTHLY SUMMARY INVOICE.

The Contractor shall submit an original plus two copies of the Monthly Summary Invoice, which shall be on the Contractor's business stationery, by the seventh working day of each calendar month for orders completed during the previous month and that month only. It shall list the Contractor's individual invoice number(s) and cost for each invoice, along with a total cost for the month. One copy of the individual invoices in numeric sequential order shall correspond to the monthly summary invoice listing order exactly.

The City will inspect summary invoice costs, after which the City shall process the monthly summary invoice for payment.

The City's Blanket Purchase Order, location of provided service and purchase order (release) number shall be indicated on all invoices. Contractor is responsible for obtaining the release number from the using department at the time of merchandise request. Each invoice shall include department, employee name and order identity numbers. Contractor shall not invoice for goods, materials, or supplies before merchandise has been shipped or delivered. Payment will not be authorized until merchandise has been received.

Travel time, freight, fuel charges, handling fee, or any other charges will not be accepted.

THE CITY WILL PAY BASED ON THESE INVOICES ON A NET 30 DAY BASIS

LIQUIDATED DAMAGES

Time is of the essence. If delivery is not completed by the time stated previously for delivery, Contractor acknowledges and agrees that such delay would seriously affect the public welfare and the operation of the City and that damages for such delay would be impracticable or extremely difficult to determine. The parties agree that the sum of \$100 per day for each day of delay for each order shall be fixed as liquidated damages (and not as a penalty or forfeiture for breach). Liquidated damages shall apply where delivery is delayed beyond the time stated and where delivery of materials to replace materials

SPECIFICATIONS

deemed substandard or nonconforming by the City is delayed beyond the time specified for such replacement.

If the Contractor is prevented or delayed in delivering the products by any default, act, or omission of the City, or by strikes, fire, act of God, or by the inability to obtain materials, equipment, or labor due to Federal Government restrictions, then the time of delivery shall be extended for such period as may be agreed between the City and Contractor. The City may, at the time of acceptance of the products, waive liquidated damages which may have accrued for failure to deliver on time due to any of the above reasons after hearing evidence to the reasons for such delay and making a finding as to the cause of same.

DEFAULT BY CONTRACTOR / TERMINATION

Notwithstanding anything to the contrary in the Purchase Order, the City may terminate this Contract without liability for damages when, in the City's sole opinion, the Contractor is not diligently performing or otherwise not complying in good faith with the Contract, has become insolvent, has assigned or subcontracted any part of the work without the consent of the City, or has otherwise defaulted in performance of the Contract.

CONTRACT ENFORCEMENT

The Contractor or its authorized representative shall meet periodically, at the discretion and convenience of the City, with an authorized representative of the City to address any problems or other issues. All scheduled and regular service functions shall be completed prior to this meeting.

The City reserves the right to perform inspections at any time for the purpose of monitoring performance. The Contractor shall cooperate with the City representative(s) in the review and monitoring of Contractor's performance, records and procedures.

At the request of the City, the Contractor, or its appropriate representative, shall attend meetings as deemed necessary by the City, for the purposes of orientation, information, amendments to the Contract and description of City policies and procedures.

In the event the City commences legal proceedings for the enforcement of the Contract, and is the prevailing party, the City shall be entitled to an award of attorney's fees and costs incurred in the action.

LAWS AND REGULATIONS

Contractor shall conduct all aspects of its operation in compliance with all state and federal laws and regulations.

Contractor shall immediately inform the City of any investigation, citation or legal action by any state or federal agency related to Contractor's obligations under this Contract, and shall defend, indemnify and hold the City, its officials and employees harmless from all liability, claim, cause of action, loss, fines, penalties, corrective measures, costs, and expenses (including attorney's fees) the City may sustain by reason of Contractor's failure to comply with any state or federal law, regulation or rule.

SPECIFICATIONS

SUBCONTRACTING

No performance of this Contract or any portion thereof may be assigned or subcontracted by Contractor without the express written consent of the City. Any attempt by the Contractor to assign or subcontract any performance of the terms of this Contract without said consent shall be null and void and shall constitute a default under this Contract. In the event of such a default, the City may immediately terminate this Contract without liability for damages.

If the City consents to assignment or subcontracting, each term and condition of this Contract shall extend to and be binding on and inure to the benefit of the assignees, successors and administrators of the respective parties.

If the City consents to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Contract is a subcontract under the terms of a prime Contract with the City of Long Beach. All provisions of that prime Contract shall apply to this subcontract."

Contractor shall indemnify, defend, and hold harmless the City and its employees from any and all liability arising or resulting from the employment of any subcontractors and their employees in the same manner as for Contractor's own employees.

CONFLICT OF INTEREST

The Contractor represents and warrants that no City employee whose position in the City enables him/her to influence the award of the Contract or any competing Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or does or shall have any direct or indirect financial interest in this Contract.

DELIVERY/SHIPPING

DELIVERY

Bid price shall include all costs (handling, delivery, freight, unloading, etc) to the various locations in the City. The City reserves the right to make award based on delivery time quoted. Delivery shall be made within two (2) working days after receipt of order for regular stocked items. For special order lumber and related building materials, delivery shall be made within 7 – 10 business days.

LATE DELIVERIES

Excessive late deliveries (5 percent or more per month late within the specified delivery time) shall be considered a breach of contract and shall be grounds for termination, and grounds for the City to exercise all of its legal remedies including, but not limited to, those as specified in Item #9 of the "Contract – General Conditions".

SHIPPING (SPECIAL) INSTRUCTIONS

Contractor shall have the ability to unload material at delivery site locations when a forklift is not available.

SPECIFICATIONS

WILL CALL

Contractor shall be available during normal business hours, Monday through Friday, for delivery and will call. During the term of the Contract, purchases may be considered an emergency and, therefore, "Will Call" provisions and Overnight/Next Day Delivery must be provided by the Contractor. Will Call location preferred to be within a 10-mile radius. Location may be a factor in awarding the bid.

What are your normal business hours? 7:30 a.m. - 4:30 p.m.

"Will Call" items shall be available for pick-up within four (4) hours after order.

Do you have these "Will Call" capabilities? YES NO

Will you provide "Overnight" or "Next Day" delivery? YES NO

ADEQUATE STOCK

Contractor shall maintain adequate stock of lumber and related building materials to accommodate City's needs, including emergencies, as needed throughout the length of the contract.

The City may inspect Contractor's facilities to determine if sufficient inventory of all required materials are maintained in order to meet the City's required delivery schedule. City's evaluation of Contractor's site, after inspection, may be a factor in determination of award.

ORDERS

Orders shall be placed by various departments throughout the City. The amount of the orders may vary. Orders will be placed on an as needed basis.

MISCELLANEOUS PURCHASES

Related items not listed herein may be purchased in the amount not to exceed \$1,000.00 per order.

MINIMUM ORDERS

No "minimum orders" are permitted. Bids indicating a minimum order will be rejected.

FILL RATE

Contractor's fill rate for all orders placed under this blanket purchase agreement shall be no less than 95%.

PRICE ADJUSTMENT AND CONDITIONS

No price increases will be allowed during the initial twenty-four month contract period.

Maximum increase shown by Bidder may be a factor in determining award.

Prices quoted to the City in "**Cost Section, Summary of Bid Items, Section A**" shall be based on percentage mark-ups from Crow's Publication. Percentage mark-up shall remain firm for the duration of the Contract, but said Price List may be subject to

SPECIFICATIONS

fluctuation in accordance with changes issued by the manufacturer. Price Lists shall be submitted with bid, and must be in effect at time of bid opening and shall not be subject to change for a period of 90 days after bid opening.

If prices are increased in **Section A**, the City reserves the right to accept such increases, or to cancel such items from the Contract, or terminate the Contract in its entirety, without further obligation by either party in the event price increases are not acceptable. Contractor shall immediately notify the City Purchasing Agent in writing of such price increases, and shall immediately give the City the benefit of any decline in prices effective on the date of such decline. Requests for price increases shall be accompanied by a manufacturer's price list or regularly published price list of the Contractor, which will substantiate the request for the price change.

Changes in price in **Section A** shall be effective on the date the notice of change is received by the City Purchasing Agent, or at a later date designated by the Contractor. Price increases shall not be retroactive.

Specifications and conditions herein shall supersede any conflicting conditions in Price Lists. Three copies of new or revised Price Lists shall be sent immediately to the City of Long Beach Purchasing Division, 333 West Ocean Blvd., 7th floor, Long Beach, California 90802. Price Lists shall show vendor's name along with the City Contract Number or Blanket Purchase Order Number.

BASIS OF AWARD

Quantities will not be considered in making this award. The award will be based on the unit prices given.

Without limiting the power and authority with which it is vested, the City shall be the sole authority on determining the lowest responsible bidder, taking into consideration the experience of the bidder, references, operations, quality, fitness, capacity, and adaptability in respect to the requirements of these specifications for the services proposed by any bidder hereunder.

Award may be made to different Contractors for all items for the sections listed below, or on an "all or none" basis to one Contractor, as the City determines in its sole discretion to be in the City's best interests. Bidder must quote on all items within each section, or the bid for that section will be deemed not responsive.

SECTION A – PLYWOOD AND RELATED MATERIALS

SECTION B – CABINET GRADE MATERIALS

SECTION C – LUMBER AND RELATED ITEMS

SECTION D – DOORS AND RELATED ITEMS

SECTION E – MISCELLANEOUS ITEMS

In case of error in extension of unit prices, unit price shall govern. Quantities will not be considered in making this award. The award will be based on the unit prices given.

SPECIFICATIONS

RETURN OF ITEMS

NOTIFICATION: The City shall notify the Contractor within (5) five business-days after receipt of any incorrect or defective material. The Contractor shall provide the City with a return authorization number. The Contractor's driver will pick up the returned material within five (5) business days of notification. There will be no service or restocking charge for items picked-up by the Contractor. All items are to be credited to the City within fourteen (14) business-days after return item has been picked-up by the Contractor.

RETURN POLICY: If the Contractor does not pick up an item within five-business days after notification, at the City's option, the item may become the property of the City or returned to, at the Contractor's expense.

SUPPLEMENTAL INFORMATION

Bidder must present evidence indicative of its ability to provide and sustain the specified material to the satisfaction of the City. Failure to include any of the following information requested below may cause bid to be deemed non-responsive if the City has no prior experience with the Bidder.

1. **Client References:** Bidder shall furnish on a separate sheet of paper a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar items. The City intends to contact these customers to determine reliability, Bidder's performance, service and other information.

2. **Contact:** How may City representative(s) contact Contractor under emergency and non-emergency conditions? Explain method and provide contact information.
via cell phone: Paul Pendergast 310-710-2911
Local resident available 7/24.

3. **Facility Location:** Contractor shall have a distribution center. Will Call location preferred to be within a 10-mile radius. Address of the nearest distribution center or store:
20940 S. Alameda, Long Beach CA 90810

4. **Catalogs and Miscellaneous Purchases:** Contractor shall submit one current copy of Crow's Publication with bid. The various City departments shall be authorized to purchase miscellaneous items up to a maximum of \$1,000 per order. The catalog shall be used to purchase items that are not specifically listed in the bid.

Publication Dated: Dec 16, 2014 vol. 20 No. 46(Enclose Copy)

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5. **Samples:** Contractor may be required to provide wood samples of bid items upon request by the City, for use as "Control Samples" throughout the duration of the Contract. The samples must be labeled with bidder's name and sample name/description and must meet specification requirements. Materials shall be subject to approval and acceptance by the City. **FAILURE TO SUBMIT REQUESTED BID SAMPLES WILL DISQUALIFY BID.** The City shall not be held responsible for damage of samples due to testing or otherwise.

NOTE: Exception on Door samples, the City acknowledges it would be difficult to supply samples on all doors.

SCOPE

The City of Long Beach is seeking a Contractor of building materials, lumber and related items, with whom to enter a contract. Contractor shall provide plywood, cabinet grade materials, drywall/sheet rock, doors and related items to various City Departments in accordance with the specifications in Bid Section.

Contractor shall furnish Contract items as specified and shall not substitute a lesser quality of materials than was originally bid.

All lumber and related building materials to be furnished hereunder shall meet the following specifications and requirements.

MATERIAL SELECTION

The City reserves the right to hand select hardwood, veneers and moldings for furniture and cabinet requirements.

1. **SECTION A – PLYWOOD AND RELATED MATERIALS**

Each panel of construction and industrial plywood shall meet the requirements of the latest edition of U.S. Product Standard or one of American Plywood Associations (APA) performance-engineered proprietary specifications, and shall be identified with the appropriate grade-trademark of the APA. All plywood which has any edge or surface permanently exposed to the weather shall be exterior type. (An exception may be made in the case of plywood used for the all-weather Wood Foundation, which may be interior type with exterior glue provided that it is pressure-preservation-treated in accordance with the American Wood Preserves Bureau AWPB-FDN Standard).

Bids shall include all delivery charges, F.O.B. Destination within the City of Long Beach. Crow's is published weekly and bidder shall use the current newsletter at time of bid due date as a reference point. Bidder shall submit a copy of current Crow's Publication with bid.

2. **SECTION B – CABINET GRADE MATERIALS**

Each panel of cabinet grade materials shall meet the requirements of the latest editions of U.S. Product Standard.

SPECIFICATIONS

Materials shall include, but are not limited to, medium density overlay, hardboard masonite, medium density fiberboard, teakwood, plain sliced walnut, birch, maple, red oak, and white oak plywood, hardwood and softwood lumber, hot rolled melamine panels, melamine (pine core), thermal fused melamine, real wood veneer, touch up paint for Kortron and hot melt edge tape.

Cabinet Grade Material shall be free of shoe prints, forklift damage, dirt, gouges, scratches or damaged edges. The Contractor shall pay all expenses and costs related to delivery of unauthorized and unapproved items shipped, delivered, or received by the City.

3. SECTION C – LUMBER AND RELATED MATERIALS

All lumber, hardwoods and related materials shall meet the requirements of the latest editions of U.S. Product Standard and upon request construction grade #1, #2 and #3.

This section also includes Fire Academy bundles. Bundles will consist of twelve (12) redwood lath that are ¼" x 2" x 4'. The approximate annual usage will be thirty-six (36) dozen (bundles) per year.

4. SECTION D – DOORS AND RELATED ITEMS

Contractor shall provide doors and related materials and parts for door structures and applicable hardware. Doors requiring "cut-outs" should be completed by contractor prior to will call. Contractor shall be responsible for damages related to the cut-out process and maintain adequate stock availability.

5. SECTION E – MISCELLANEOUS ITEMS

BID SECTION

BID TO FURNISH AND DELIVER BUILDING MATERIALS, LUMBER AND RELATED MATERIAL FOR THE CITY OF LONG BEACH VARIOUS USING DEPARTMENTS.

WE ARE PLEASED TO SUBMIT THIS BID IN ACCORDANCE WITH THE CITY OF LONG BEACH INVITATION TO BID, SPECIFICATIONS AND TERMS AND CONDITIONS TO FURNISH AND DELIVER THE FOLLOWING EQUIPMENT, MATERIAL, SUPPLIES OR SERVICES **FOB DESTINATION** CITY OF LONG BEACH.

SALES TAX

UNIT EXTENSION PRICES STATED HEREIN SHALL **NOT** INCLUDE SALES TAX.

F.O.B. POINT

ALL UNIT PRICES AND PERCENTAGE MARK-UP'S QUOTED SHALL INCLUDE ALL HANDLING, DELIVERY, FREIGHT AND UNLOADING CHARGES. F.O.B. DESTINATION WITHIN THE CITY OF LONG BEACH.

SUMMARY OF BID ITEMS

Bids are requested in the form of a **percentage mark-up based on Crow's Publication current newsletter** at time of bid due date.

SECTION A – PLYWOOD AND RELATED MATERIALS			
	Softwood Sanded ABX, Group I	Softwood Sanded ACX, Group I	Western Sheathing CDX, Group I
1. ¼ inch	28 %	24 %	N/A %
2. 5/16 inch	N/A %	N/A %	28 %
3. 3/8 inch	N/A %	31 %	31 %
4. ½ inch	24 %	26 %	29 %
5. 5/8 inch	19 %	22 %	22 %
6. ¾ inch	27 %	27 %	29 %
7. 11/32 inch	24 %	24 %	27 %
8. 15/32 inch	28 %	27 %	23 %
9. 19/32 inch	26 %	26 %	24 %
10. 23/32 inch	28 %	26 %	21 %

Crow's Price-List Date: Dec 16, 2014
 (Bidder shall submit a copy of current Crow's Publication with bid.)

SECTION B – CABINET GRADE MATERIALS		UNIT	UNIT PRICE
1. Medium Density Overlay:			
a. 5/16" x 48" x 96", MDO 1/S	EACH	\$ 28.16	
b. 1/2" x 48" x 96", MDO 2S	EACH	\$ 38.20	
c. 3/4" x 48" x 96", MDO 2S	EACH	\$ 49.98	
2. Hardboard – Masonite, or approved equal:			
a. 1/8" x 48" x 96", Superwhite HD/BD 1/S	EACH	\$ 24.16	
b. 1/4" x 48" x 96", Temp Hardboard S1S	EACH	\$ 17.00	
c. 1/4" x 48" x 96", Temp Peg Board 1/S	EACH	\$ 18.29	
3. Medium Density Fiberboard:			
a. 1/4" x 48" x 96", MD Fiberboard	EACH	\$ 13.83	
b. 3/4" x 49" x 97", MD Fiberboard	EACH	\$ 25.81	
c. 3/4" x 49" x 97", Medite II	EACH	\$ 29.32	
4. Teak Wood Plywood:			
a. 1/4" x 48" x 96", A-4 P/S Teak VC	EACH	\$ 89.32	
b. 3/4" x 48" x 96", A-1 P/S Teak	EACH	\$ 141.12	
5. Plain Sliced Walnut Plywood:			
a. 1/4" x 48" x 96", A-4 P/S Walnut SM VC	EACH	\$ 49.13	
b. 3/4" x 48" x 96", A-1 Walnut VC	EACH	\$ 106.00	
c. 3/4" x 48" x 120", A-1 Walnut	EACH	\$ 139.00	
6. Birch Plywood:			
a. 1/2" x 5' x 5', A-1 Baltic Birch	EACH	\$ 25.33	
b. 3/4" x 5' x 5', A-1 Baltic Birch	EACH	\$ 34.12	
c. 1/2" x 48" x 96", A-1 Natural Birch Prem	EACH	\$ 30.30	
d. 1/2" x 48" x 96", A-1 Select Red Birch	EACH	\$ 32.14	
e. 3/4" x 48" x 96", A-1 Natural Birch Prem	EACH	\$ 37.33	
f. 3/4" x 48" x 96", A-1 Select Red Birch	EACH	\$ 44.33	
g. 3/4" x 48" x 96", A-1 White G2S Birch	EACH	\$ 39.32	
7. Appleply Maple:			
a. 1/2" x 48" x 96", Maple Clear 2/S	EACH	\$ 73.32	
a. 3/4" x 48" x 96", Maple Clear 2/S	EACH	\$ 79.43	
8. Red Oak Plywood, Rotary Cut:			
a. 1/4" x 48" x 96", A-4 Rotary Red Oak	EACH	\$ 22.39	
b. 3/4" x 48" x 96", A-1 Rotary Red Oak VC	EACH	\$ 53.33	

BID SECTION

SECTION B – CABINET GRADE MATERIALS		UNIT	UNIT PRICE
c.	¾" x 48" x 96", A-1 Rotary Red Oak 1PF	EACH	\$ 56.33
d.	¾" x 48" x 96", A-2 R/Red Oak LBR Core	EACH	\$ N/A
9. Hot Rolled Panels, Melamine, or approved equal:			
a.	¼" x 48" x 96", Forclad White 1S PBC	EACH	\$ 18.93
b.	¼" x 48" x 96", Forclad White 1S MDF	EACH	\$ 19.11
10. Melamine, Pine Core, or approved equal:			
a.	¼" x 48" x 96", MJB Gray 1S White 2MDF	EACH	\$ 28.43
b.	¾" x 49" x 97", MJB White 2/S	EACH	\$ 24.39
c.	¾" x 61" x 121", MJB White 2/S	EACH	\$ 29.32
11. Spruce Wood, or approved equal:			
a.	1" x 2 ½" x 120" Fascia Board	EACH	\$ 22.43

SECTION C – LUMBER AND RELATED ITEMS		UNIT	UNIT PRICE
1.	½ 4" x 8', A/B Marine, DF	EACH	\$ 52.83
2.	¾" Oak, S4S	MBF	\$ N/A
3.	¾ 4" x 8', A/B Marine, DF	EACH	\$ 66.67
4.	¾" Clear Pine	EACH	\$ N/A
5.	3/8" x 1 ½" x 48', DF	MBF	\$ 3.22
6.	1" x 3" x 8' #1 & BTR S4S DF, CLEAR	EACH	\$ 7.22
7.	1" x 4" x 10' Pine, #2 & BTR, S4S	MBF	\$ 7.33
8.	1" x 4" x 12' Clear Poplar (Paint Grade)	EACH	\$ 8.96
9.	1" x 10" x 12' Clear Poplar (Paint Grade)	EACH	\$ 31.68
10.	1" x 12" x 16' Pine, #2 & BTR, S4S	EACH	\$ 16.14
11.	1 ½" x 2 ½" x 15' DF	MBF	\$ 18.12
12.	1 ½" x 2 ½" x 15' WEDGES, DF	EACH	\$ N/A
13.	1 ½" x 2 ½" x 16' DF	EACH	\$ N/A
14.	2" x 4" Red Oak (Cleat Stock), Random length	EACH	\$ 18.71
15.	2" x 4" x 8' Clear, #1 (pull for appearance)	EACH	\$ 18.71
16.	2" x 4" x 8' #1 & BTR, S4S, DF	EACH	\$ 5.95
17.	2" x 4" x 10' Clear Oak, S4S	MBF	\$ 21.43
18.	2" x 4" x 10' DF, Untreated, S4S	EACH	\$ 12.32
19.	2" x 4" x 10' #1 & BTR S4S, DF	EACH	\$ 11.26
20.	2" x 4" x 10' #1 & BTR S4S, Pressure Treated, DF	EACH	\$ 12.32
21.	2" x 4" x 10' Struck #1 Appearance, DF	EACH	\$ 16.85
22.	2" x 4" x 12' #1 & BTR S4S DF Treated	EACH	\$ 14.11
23.	2" x 4" x 12' S4S DF	EACH	\$ 12.32

SECTION C – LUMBER AND RELATED ITEMS		UNIT	UNIT PRICE
24.	2" x 4" x 12" Con Heart Redwood S4S Blocks	EACH	\$ 1.11
25.	2" x 4" x 12" Con Heart Redwood S4S Wedges	EACH	\$.79
26.	2" x 4" x 14' S4S DF	EACH	\$ 9.62
27.	2" x 4" x 14' #1 & BTR S4S, DR	EACH	\$ 9.62
28.	2" x 4" x 16', S4S	EACH	\$ 9.89
29.	2" x 4" x 16' #1 & BTR S4S, DF	EACH	\$ 9.89
30.	2" x 4" x 16' Pressure Treated, DF	EACH	\$ 14.39
31.	2" x 4" x 16' #1 & BTR S4S Pressure Treated, DF	EACH	\$ 9.89
32.	2" x 4" x 16' Struck #1 Appearance, DF	EACH	\$ 15.11
33.	2" x 4" x 16' #1 Treated Appearance, DF	EACH	\$ 9.83
34.	2" x 6" x 10' DF, Untreated, S4S	EACH	\$ 14.39
35.	2" x 6" x 10' Clear S4S Redwood	EACH	\$ 51.36
36.	2" x 6" x 10' #1 BTR S4S DF Treated	EACH	\$ 22.31
37.	2" x 6" x 12' Clear Poplar (Paint Grade)	EACH	\$ 26.88
38.	2" x 6" x 12' #1 & BTR S4S, DF	EACH	\$ 16.34
39.	2" x 6" x 16', S4S Clear #1 (pull for appearance)	EACH	\$ 19.13
40.	2" x 6" x 16', #1 & BTR S4S, DF	EACH	\$ 14.12
41.	2" x 8" x 12', S4S, DF	EACH	\$ 17.10
42.	2" x 8" x 12' #1 & BTR, S4S DF, Clear	EACH	\$ 15.90
43.	2" x 8" x 16', S4S	EACH	\$ 19.14
44.	2" x 10" x 14', Clear S4S Redwood	EACH	\$ 111.14
45.	2" x 10" x 16', S4S	EACH	\$ 123.42
46.	2" x 12" x 10' #1 & BTR, S4S DF Treated	EACH	\$ 21.14
47.	2" x 12" x 12' #1 & BTR, S4S DF, Clear	EACH	\$ 20.20
48.	2" x 12" x 12', DF, #2 & BTR, S4S	EACH	\$ 17.33
49.	2" x 12" x 16', S4S	EACH	\$ 36.13
50.	2" x 12" x 16', Treated DF	EACH	\$ 42.13
51.	2" x 12" x 16', Clear S4S, DF	EACH	\$ 74.32
52.	3" x 6" x 20', DF	EACH	\$ 107.22
53.	3" x 12" x 20', DF	EACH	\$ 123.14
54.	3" x 12" x 20', DF, Treated, #1 Grade	EACH	\$ 18.33
55.	4" x 4" x 8' #1 BTR S4S DF Treated	EACH	\$ 18.33
56.	4" x 4" x 10' DF, Untreated, S4S	EACH	\$ 14.89
57.	4" x 4" x 10' #1 & BTR, S4S, DF	EACH	\$ 14.89
58.	4" x 4" x 16' #1 & BTR S4S, DF	EACH	\$ 22.43
59.	4" x 4" Treated, S4S DF	EACH	\$ 27.18
60.	4" x 4" RWL Superior Alder	EACH	\$ 11.89
61.	4" x 4" RWL FAS S3S 25/32 SLIE White Oak	EACH	\$ 19.56
62.	4" x 6" x 14' Pressured Treated DF	EACH	\$ 156.33

BID SECTION

SECTION C – LUMBER AND RELATED ITEMS		UNIT	UNIT PRICE
63.	4" x 6" x 16' Pressured Treated DF	EACH	\$ 48.81
64.	4" x 6" x 16' #1 & BTR S4S 20 ACQ, DF	EACH	\$ 48.81
65.	4" x 6" x 20' DF	EACH	\$ 39.26
66.	4" x 10" x 20' #2 BTR Pressure Treated LBR, DF	EACH	\$ 33.42
67.	6" x 6" x 20', DF, Treated, Construction	EACH	\$ 136.56
68.	6" x 8" x 20', #2 BTR ACQ 60, DF	EACH	\$ 182.41
69.	6" x 8" x 24', #2 BTR ACQ 60, DF	EACH	\$ 218.00
70.	6" x 12" x 32' DF S4S	EACH	\$ 411.12
71.	10" x 10" x 20', DF, Treated, #1 Grade	EACH	\$ 311.11
72.	1" x 8' x 10' floor board, stake bed for trucks	EACH	\$ N/A
73.	1" x 4' x 8' Plywood, Marine for trucks	EACH	\$ 92.14
74.	3/4" x 7' x 10' Plywood floor board, stake bed for trucks	EACH	\$ 56.00
75.	3/4" x 5' x 5' Wood Planks/ Stake, Misc for trucks	EACH	\$ 39.12
76.	2" x 12" x 8'4" Side Boards, Dump Truck, Apitong Wood	EACH	\$ 69.13
77.	2" x 12" x 14'3" Side Boards, Dump Truck, Apitong Wood	EACH	\$ 124.93
78.	5/8" x 4' x 8' gypsum sheetrock	EACH	\$ 27.93
79.	1/2" x 4' x 8' gypsum sheetrock	EACH	\$ 19.12
80.	1/4" x 2" x 4' Fire Academy Bundles (see section 3)	BUNDLE	\$ 1,335.00

SECTION D – DOORS AND RELATED ITEMS		UNIT	UNIT PRICE
1.	35 1/4 X 83 3/4 PFT SC NATURAL BIRCH Door Single Bore	EACH	\$ 132.60
2.	Hinge 3 pk 4.5" US26D	EACH	\$ 10.41
3.	2/8 6/8 1 3/4 sc Architect White Birch Architectural Rotary White Birch Beveled 2 Sides	EACH	\$ 139.75
4.	2/8 6/8 1 3/4 sc Architect White Birch w/ CUT OUT 24"x32" 6" Down & Centered, Architectural Rotary White Birch Beveled 2 Sides	EACH	\$ 150.15
5.	23" x 31" SS Low Pro Vision Lite 23" x 31" Glass Size	EACH	\$ 330.33
6.	23"x31" 1/4" Clear Temp Glass	EACH	\$ 22.87
7.	3/0 3/0 4-7/8 W/I Clear, Anodized Window Frame	EACH	\$
8.	35 1/2 x 35 1/2 1/4" Clear Temp Glass Window	EACH	\$ 22.87
9.	12" x 25" AFDL Louver Vents Stainless Steel	EACH	\$ 323.47
10.	3/0 6/8 1-3/4 SC Birch Type 1 Manufactured Cobb or better quality	EACH	\$ 171.60
11.	Hinge 3 pk 4x4 US3 4"	EACH	\$ 3.67
12.	35 1/4 83 3/4 HMK Frame 7 1/4" Throat Right Hand-RO 37 1/4 x 84 3/4 (Prep for Parallel Arm Closer)	EACH	\$ 168.00

BID SECTION

SECTION D – DOORS AND RELATED ITEMS		UNIT	UNIT PRICE
13.	3/6 6/8 1 3/4 SC White Birch PREFIT w/ 24 x 32 CUT OUT @ 8" Down & Centered, No Bore (1 EA left hand / 1 EA Right Hand)	EACH	\$ 177.32
14.	3/6 6/8 4 7/8 K Series HM Frame (1 EA Lft Hand, 1 EA Rgt Hand) Prepped for Parallel Arm Closer K-Drywall Frame	EACH	\$ 117.75
15.	ANSI Strike Filler	EACH	\$
16.	24 x 32 SS Low Pro Vision Lite	EACH	\$ 306.73
17.	23 x 31 1/4 Clear Temp. Glass	EACH	\$ 24.62
18.	Hinge 3 PK 4.5" US26D	EACH	\$ 10.38
19.	3/0 6/9-1/4 13/4 SC White Birch Beveled 2 Sides 24x32 CUTOUT @ 8" Down & Center	EACH	\$ 182.00
20.	24 x 32 1/4 Clear Temp. Glass	EACH	\$ 25.55
21.	Hinge 3 PK 4x4 US26 4"	EACH	\$ 4.12
22.	Cut Outs - Miscellaneous	EACH	\$

SECTION E – MISCELLANEOUS ITEMS		UNIT	UNIT PRICE
1.	Joint Compound	5-lbs	\$ 21.14
2.	White Touch Up Paint for Kortron	1/2 Pint	\$ 9.12
3.	Hot Melt Edge Tape		
	a. 3/4" x 250', Red Oak Wood Tape	Roll	\$ 35.01
	b. 3/4" x 333', White Tape	Roll	\$ 24.13

DELIVERY: 2 calendar days after receipt of order (if time shown is more than two (2) working days after receipt of order, the bid may be rejected).

Additional charge for "Overnight" or "Next Day" delivery: \$ None

PAYMENT TERMS: Net 30

City of Long Beach, CA

Commonly Made Errors

The following are commonly made errors when submitting a bid to the City of Long Beach:

It is essential that all requirements of the bid are completed as specified.

- Instructions concerning signatures (page 2 on bid) are NOT followed.
- **Bid must be signed by two corporate officers if the bidder is a corporation unless accompanied by a corporate resolution. [Link to samples of acceptable documentation to allow other signature.](#)**
- All pages of the Invitation to Bid are not returned as required.
- Invitation to Bid document is not fully completed as required.
- Notarial Acknowledgment is not submitted when required; i.e., companies located outside of the state of California or companies that do not have a business operation with an established address within California (must be same address as shown on Invitation to Bid; P.O. Boxes are not acceptable) are required to submit a Notarial Acknowledgment of Corporate Officer or of the authorized person that has signed the bid.
NOTE: Only one signature will be required of the "Principal" if the principal is a partnership, sole proprietor (individuals) or limited liability company.
- When bonds are required (Labor & Material or Performance Bonds), and Notarial Acknowledgments are not submitted. Three acknowledgments are required; two for the Principal (company submitting the bid), and one for the Surety (bonding company). If the Principal is a corporation, the signatures of two corporate officers are required for Labor & Material and Performance Bonds. Labor & Material and Performance Bonds are only required of companies that are being considered for an award (they are not required when Invitation to Bid is submitted).
NOTE: Bid Bonds require only two acknowledgments; one for the Principal (company submitting the bid), and one for the Surety (bonding company).
- Bonds are not submitted on City of Long Beach forms.
- The title of the individual signing the Invitation to Bid does not match the title shown on the Notarial Acknowledgment; (i.e., the signature on the Invitation to Bid appears to be the President. The same signature appears on the Notarial Acknowledgment, but the title differs (Vice President).
- The person that signed the Invitation to bid differs from that of the Notarial Acknowledgment.
- When references are required, they are not submitted with bid.
- Bids are not submitted on time (11:00 am) to the proper location (City Clerk's Office - Plaza Level of City Hall).
- Contractor does not allow for firm pricing when submitting Invitation to Bid as required.
- The Invitation to Bid is not signed.

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

Penn Forest Products
Business/Contractor/Agency

Kenneth Miller
Name of Authorized Representative

President
Title of Authorized Representative

Kenneth Miller
Signature of Authorized Representative

1/5/15
Date

Acceptance of Certification

RECEIVED
CITY CLERK
LONG BEACH, CA
15 FEB 26 4 10 PM '91

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Instructions for completing the form, Attachment –Debarment Certification

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at www.sam.gov to make sure that Contractors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at anytime, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

If you have any questions on how to complete this form, please contact the Purchasing Division in the City of Long Beach Business Relations Bureau at 562-570-6200

1 Section 1. Chapter 2.73 is added to the Long Beach Municipal Code to
2 read as follows:

3 Chapter 2.73

4 EQUAL BENEFITS TO EMPLOYEES OF CITY CONTRACTORS

5
6 2.73.010 Title and purpose.

7 This ordinance shall be known as the "Long Beach Equal Benefits
8 Ordinance". The purpose of this Chapter is to protect the public health,
9 safety and welfare by requiring that public funds be expended in such a
10 manner as to prohibit discrimination in the provision of employee benefits by
11 City contractors between employees with spouses and employees with
12 domestic partners, and/or between domestic partners and spouses of such
13 employees.

14
15 2.73.020 Definitions.

16 A. "Contractor" shall mean any person or persons, firm,
17 partnership, corporation, or combination thereof, who enters into a contract
18 with the City.

19 B. "Domestic partner" shall mean any person who has a currently
20 registered domestic partnership with a governmental body pursuant to state
21 or local law authorizing such registration or with his or her employer or his or
22 her domestic partner's employer.

23 C. "Non-profit" shall mean a non-profit organization described in
24 Section 501(c)(3) of the Internal Revenue Code of 1954 which is exempt
25 from taxation under Section 501(c)(3) of that Code, or any nonprofit
26 educational organization qualified under Section 23701(d) of the Revenue
27 and Taxation Code.

28 ///

1 2.73.030 Contractors subject to requirements.

2 A. The following contractors are subject to this Chapter:

3 1. For-profit entities which enter into an agreement with
4 the City for public works or improvements to be performed, or for goods or
5 services to be purchased, for an amount of One Hundred Thousand Dollars
6 (\$100,000) or more; and

7 2. For-profit entities which generate Three Hundred Fifty
8 Thousand Dollars (\$350,000) or more in annual gross receipts and which
9 occupy City property pursuant to a written agreement for the exclusive use
10 or occupancy of said property for a term exceeding twenty-nine (29) days in
11 any calendar year.

12 B. The requirements of this Chapter shall only apply to those
13 portions of a contractor's operations that occur (i) within the City; (ii) on real
14 property outside the City if the property is owned by the City or if the City
15 has a right to occupy the property, and if the contractor's presence at that
16 location is connected to a contract with the City; and (iii) elsewhere in the
17 United States where work related to a City contract is being performed. The
18 requirements of this Chapter shall not apply to subcontracts or
19 subcontractors of any contract or contractor.

20 C. The City Manager or designee will provide a report to the City
21 Council regarding the implementation of this ordinance no later than one
22 year following the effective date of this Ordinance, and will consider among
23 other items, whether the dollar thresholds set forth in subsections (A) and
24 (B) should be modified.

25
26 2.73.040 Non-discrimination in provision of benefits.

27 A. No contractor subject to this Chapter pursuant to Section

28 2.73.030 shall discriminate in the provision of bereavement leave, family

1 medical leave, health benefits, membership or membership discounts,
2 moving expenses, pensions and retirement benefits or travel benefits or in
3 the provision of any benefits other than bereavement leave, family medical
4 leave, health benefits, membership or membership discounts, moving
5 expenses, pensions and retirement benefits or travel benefits between
6 employees with domestic partners and employees with spouses, and/or
7 between the domestic partners and spouses of such employees except as
8 set forth in Subsections 2.73.040.A.1 and 2 below;

9 1. In the event that the contractor's actual cost of
10 providing a particular benefit for the domestic partner of an employee
11 exceeds that of providing it for the spouse of an employee, or the
12 contractor's actual cost of providing a particular benefit for the spouse of an
13 employee exceeds that of providing it for the domestic partner of an
14 employee, the contractor shall not be deemed to discriminate in the
15 provision of employee benefits if the contractor conditions providing such
16 benefit upon the employee agreeing to pay the excess costs.

17 2. The contractor shall not be deemed to discriminate in
18 the provision of employee benefits if, despite taking reasonable measure to
19 do so, the contractor is unable to extend a particular employee benefit to
20 domestic partners, so long as the contractor provides the employee with a
21 cash equivalent.

22 B. Provided that a contractor does not discriminate in the
23 provision of benefits between employees with spouses and employees with
24 domestic partners, a contractor may:

25 1. Elect to provide benefits to individuals in addition to
26 employees' spouses and employees' domestic partners;

27 2. Allow each employee to designate a legally domiciled
28 member of the employee's household as being eligible for spousal

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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equivalent benefits; or

3. Provide benefits neither to employees' spouses nor to employees' domestic partners.

C. A contractor will not be deemed to be discriminating in the provision of benefits where the implementation of policies ending discrimination in benefits is delayed following the first award of a City contract to a contractor after the effective date of this Chapter:

1. Until the first effective date after the first open enrollment process following the date the contract with the City is executed, provided that the contractor submits evidence that it is making reasonable efforts to end discrimination in benefits. This delay may not exceed two (2) years from the date the contract with the City is executed and only applies to benefits for which an open enrollment process is applicable.

2. Until administrative steps can be taken to incorporate nondiscrimination in benefits in the contractor's infrastructure. The timer allotted for these administrative steps shall apply only to those benefits for which administrative steps are necessary and may not exceed three (3) months. An extension of this time may be granted at the discretion of the City Manager upon the written request of a contractor, setting forth the reasons that additional time is required.

3. Until the expiration of a contractor's current collective bargaining agreement(s) where all of the following conditions have been met:

- a. The provision of benefits is governed by one or more collective bargaining agreement(s); and
- b. The contractor takes all reasonable measures to end discrimination in benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for the contractor to take

1 whatever steps are necessary to end discrimination in benefits or by ending
2 discrimination in benefits without reopening the collective bargaining
3 agreement(s); and

4 c. In the event that the contractor cannot end
5 discrimination in benefits despite taking all reasonable measure to do so,
6 the contractor provides a cash equivalent to eligible employees for whom
7 benefits are not available. Unless otherwise authorized, in writing by the
8 City Manager, this cash equivalent payment must begin at the time the
9 union(s) refuse to allow the collective bargaining agreement(s) to be
10 reopened, or in any case no longer than three (3) months from the date the
11 contract with the City was executed. This cash equivalent payment shall not
12 be required where it is prohibited by federal labor law.

13 D. Employers subject to this Chapter pursuant to Section
14 2.73.030 shall give written notification to each current and new employee of
15 his or her potential rights under this Chapter in a form specified by the City.
16 Such notice shall also be posted prominently in areas where it may be seen
17 by all employees.

18
19 2.73.050 Required contract provisions.

20 Every contract subject to this Chapter shall contain provisions
21 requiring it to comply with the provisions of this Chapter as they exist on the
22 date when the contractor entered the contract with the City or when such
23 contract is amended. Such contract provisions may include but need not be
24 limited to the contractor's duty to promptly provide to the City documents
25 and information verifying its compliance with the requirements of this
26 Chapter and sanctions for noncompliance.

27 ///

28 ///

- 1 2.73.060 Waivers and exemptions.
- 2 A. The City may waive the requirements of this Chapter where
- 3 the City Manager makes one or more of the following findings:
- 4 1. Award of a contract or amendment is necessary to
- 5 respond to an emergency;
- 6 2. The contractor is a sole source;
- 7 3. The contractor is a non-profit entity as defined in
- 8 Section 2.73.020, above;
- 9 4. Non compliant contractors are capable of providing
- 10 goods or services that respond to the City's requirements;
- 11 5. The contractor is a public entity;
- 12 6. The requirements of this Chapter are inconsistent with
- 13 a grant, subvention or agreement with a public agency;
- 14 7. The City is purchasing through a cooperative or joint
- 15 purchasing agreement;
- 16 8. The contract involves specialized legal services such
- 17 that it would be in the best interests of the City to waive the requirements of
- 18 this Chapter, as determined by the City Attorney;
- 19 9. The contract involves investment of trust moneys or
- 20 agreements relating to the management of trust assets, City moneys
- 21 invested in U.S. government securities or under pre-existing investment
- 22 agreements, or the investment of City moneys where no person, entity or
- 23 financial institution doing business with the City which is in compliance with
- 24 this Chapter is capable of performing the desired transactions or the City will
- 25 incur financial loss if the requirements of this Chapter are enforced;
- 26 10. After taking all reasonable measures to find an entity
- 27 that complies with this Chapter, the City may waive any or all requirements
- 28 of this Chapter for any contract or bid package advertised and made

1 available to the public, or any competitive or sealed bids received by the
2 City as of the effective date of this Chapter under the following
3 circumstances:

4 a. There are no qualified responsive bidders or
5 prospective contractors who comply with this Chapter and the contract is for
6 goods, a service or a project that is essential to the City or City residents; or

7 b. The requirements of this Chapter would result in
8 the City's entering into a contract with an entity that was set up, or is being
9 used for the purpose of evading the intent of this Chapter.

10 B. The requirements of this Chapter shall not be applicable to
11 contracts executed or amended prior to the effective date of this Chapter, or
12 to bid packages advertised and made available to the public, or any
13 competitive or sealed bids received by the City prior to the effective date of
14 this Chapter, unless and until such contracts are amended after the effective
15 date of this Chapter and would otherwise be subject to this Chapter.

16 C. The City Manager or designee may issue regulations from
17 time to time implementing the provisions of this ordinance.

18 D. The City Manager shall report to the City Council annually on
19 the status of waivers and exemptions.

20
21 **2.73.070 Retaliation and discrimination prohibited.**

22 A. No employer shall retaliate or discriminate against an
23 employee in his or her terms and conditions of employment by reason of the
24 person's status as an employee protected by the requirements of this
25 Chapter.

26 B. No employer shall retaliate or discriminate against a person in
27 his or her terms and conditions of employment by reason of the person
28 reporting a violation of this Chapter or for prosecuting an action for

1 enforcement of this Chapter.

2
3 2.73.080 Employee complaints to City.

4 A. An employee who alleges violation of any provision of the
5 requirements of this Chapter may report such acts to the City. The City
6 Manager may establish a procedure for receiving and investigating such
7 complaints and take appropriate enforcement action.

8 B. The City shall have the power to examine contractors' benefit
9 programs covered by this Chapter.

10 C. Any complaints received shall be treated as confidential
11 matters, to the extent permitted by law. Any complaints received and all
12 investigation documents related thereto shall be deemed exempt from
13 disclosure pursuant to California Government Code Sections 6254 and
14 6255.

15
16 2.73.090 Remedies.

17 A. Upon a finding by the City Manager that a contractor has
18 violated the requirements of this Chapter, the City shall have the rights and
19 remedies described in this Section, in addition to any rights and remedies
20 provided at law or in equity.

21 1. The City Manager shall be authorized to terminate said
22 contract and bar the contractor from bidding on future contracts with the City
23 for three (3) years from the effective date of the contract termination.

24 2. In the City Manager's sole discretion, a contractor found
25 to have willfully violated the requirements of this Chapter may be required to
26 pay liquidated damages.

27 3. The City may seek recovery of reasonable attorneys'
28 fees and costs necessary for enforcement of this Chapter.

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 B. Notwithstanding any provision of this Chapter or any other
2 Chapter to the contrary, no criminal penalties shall attach for any violation of
3 this Chapter.

4 C. No remedy set forth in this Chapter is intended to be exclusive
5 or a prerequisite for asserting a cause of action to enforce any rights
6 hereunder in a court of law. This Chapter shall not be construed to limit an
7 employee's right to bring a common law cause of action for wrongful
8 termination.

9 D. Nothing in this Chapter shall be interpreted to authorize a right
10 of action against the City.

11
12 Section 2. The City Clerk shall certify to the passage of this ordinance by
13 the City Council and cause it to be posted in three (3) conspicuous places in the City of
14 Long Beach, and it shall take effect on the thirty-first (31st) day after it is approved by the
15 Mayor.

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OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
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Long Beach, CA 90802-4664

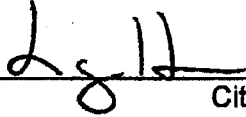
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I hereby certify that the foregoing ordinance was adopted by the City Council of the City of Long Beach at its meeting of December 8, 2009, by the following vote:

Ayes: Councilmembers: Garcia, Lowenthal, DeLong,
O'Donnell, Schipske, Andrews,
Reyes Uranga, Gabelich, Lerch.

Noes: Councilmembers: None.


Absent: Councilmembers: None.



City Clerk

Approved: 12/11/09

(Date)



Mayor

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, member ship and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

**CERTIFICATION OF COMPLIANCE WITH THE
EQUAL BENEFITS ORDINANCE**

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Penn Forest Products Federal Tax ID No. [REDACTED]
Address: 20940 S. Alameda Street
City: Long Beach State: CA ZIP: 90810
Contact Person: Paul Pendergast Telephone: 310-761-8606
Email: paul@pennforestlumber.com Fax: 310-609-2462

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. Yes No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? Yes No
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
 Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
 Yes No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee? Yes No
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
- By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

_____ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

_____ Upon expiration of the contractor's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

_____ Yes _____ No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 7th day of January, 2015, at Long Beach, CA

Name Kenneth Miller Signature Kenneth Miller

Title Owner Federal Tax ID No. 

Dec. 16, 2014 | Vol. 20 No. 46

Access production and investment data for global pulp, paper and wood products mills.

www.risi.com/assetdata

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 Web: www.risi.com

Framing Lumber

	2X4	2X6	2X8	2X10	2X12	2X4	2X4
Kiln Dried	#2&Btr	#2&Btr	#2&Btr	#2&Btr	#2&Btr	Utility	Stud
Douglas-Fir	370	378	365	430	450	280	370
Hem/Fir - Coast	345	363	355	360	430	275	350
Hem/Fir - Redding	365	380	360	370	440	285	—
ES/LP	—	—	—	—	—	—	350
Hem/Fir - Spokane	380	375	375	375	445	275	360
Fir/Larch	370	380	380	430	465	275	355
SPF - Std&Btr/2&Btr	340	348	335	345	510	290	315
SYP - East/West	430/440	363/408	338/350	356/330	425/450	365/395	390
Green - Doug-Fir - Portland*	315/350	322/355	315/340	405/415	398/425	260	340

*Std&Btr-#2&Btr/Prime

Commons

Ponderosa Pine Inland

	#2&Btr	#3	#4
1x8	575	360	300
1x12	675	495	335

Mdlg & Btr/Shop

Ponderosa Pine

	M&B	#2&Btr	#3
	Rough	Shop	Shop
5/4	1175	860	595
6/4	1210	890	645

Panels

Oriented Strand Board

	North	East	West	South	South	Los	Vanc.	Calg.	Toro.		
	Central	Canada	Canada	East	West	Seattle*	Angeles*	Denver*	BC**	AB**	ON**
7/16"	200	175	160	175	188	218	220	235	225	210	225
15/32"	216	195	180	197	203	238	240	245	245	—	—
19/32" T&G	290	—	—	—	—	—	—	330	370	334	330
23/32" T&G	355	285	330	335	344	420	410	430	440	410	420

* Delivered ** Delivered Canadian funds GST out

Sheathing

Western Fir	CDX
3/8"	342
1/2" 3 ply	413
1/2" 4/5 ply	418/455
5/8" 4/5 ply	530/555
3/4" 5/7 ply	635

Canadian Softwood Plywood - Sheathing*

	Vanc. BC	Toronto
9.5mm-3/8"	427	457
12.5mm-1/2"	569	609
15.5mm-5/8"	711	762
18.5mm-3/4"	853	914
Select Add \$40	T&G Add \$20	

Sheathing

Southern Pine	SW	CTRL	SE
3/8"	375	362	350
15/32" 3 ply	445	445	480
15/32" 4 ply	450	455	485
19/32"	485	500	520
23/32"	590	600	620

Canadian Doug-Fir Plywood - Sheathing*

	Vanc. BC	Toronto
9.5mm-3/8"	431	462
12.5mm-1/2"	575	615
15.5mm-5/8"	718	769
18.5mm-3/4"	862	923
Select Add \$80	T&G Add \$20	

Sanded

	Western Fir	Southern Pine
	AC BC	BC SW BC SE
1/4"	705 625	500 505
11/32"	715 655	520 490
15/32"	790 775	615 590
19/32"	865 830	710 695
23/32"	925 880	830 805

Canadian Doug-Fir Plywood - G1S*

	Vanc. BC	Toronto
6mm-1/4"	823	855
11mm-1/2"	977	1030
19mm-3/4"	1211	1304
Select Add \$40	* Canadian Funds GST Out	

Underlayment

	Coast	SW	CTRL	SE
23/32"	740	830	825	820

Concrete Form

	West	SW	SE
3/4" 5ply/7ply	1260	23/32"	1015 1000

Spruce Lumber

Buyers continued to replenish inventories at a solid pace, helping to maintain firm pricing in the SPF lumber market. Wholesalers reported selling decent volumes but admitted it "took some work." Mills in the West reported lead times extending out into early January. Eastern Canadian mills sold good volumes into the states. Buyers maintained measured buying strategies.

Inland Species Lumber

Inland dimension lumber continues to move at a moderate pace, with cautious buyers still focused on year-end inventories. Prices of Std&Btr/#2&Btr lumber hover very near recent levels, in the absence of any market catalyst. Trucks comprise the bulk of sales, with carload business very modest. Industrial lumber remains stable in price; producers have more than ample volumes of low grade Shop to move. Imported mouldings are holding in the range of \$1425-1475, C&F US ports.

Coastal Species Lumber

Prices adjusted little in the Coastal species lumber market. Downtime at mills to end the year pressured some buyers into the market to replenish inventories. In Green Doug Fir, discounting of 2x12 #2&Btr was evident, but other prices managed to maintain prior levels. Dry prices were steady. Dry Doug Fir studs sold at \$370, up \$5 over last Friday's level.

Southern Pine Lumber

Solid demand continued to place upward pressure on Southern Pine lumber prices. Double-digit increases were prominent. Mills often quoted lead times out into the week of December 29. Buyers represented a wide swath of buying segments. Yards reported steady sales, helped by good weather in the Southeast.

Volumes of 2x8 remained the tightest. Low grade availability was tight.

Southern Pine Plywood

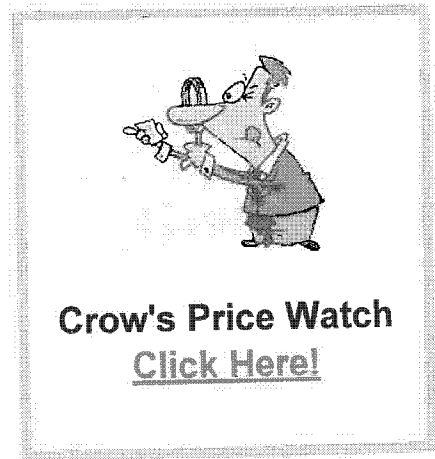
Seeing availability of some rated sheathing items dwindle prior to the end of this year, Southern Pine plywood buyers stepped in to purchase. Other items remained available for shipment next week, which often depended on the mill. While some defensive quotes appeared where order files extended well into January, discounts on thicker panels were also apparent. Prices for items other than rated sheathing tended to hold.

Western Fir Plywood

Western Fir plywood producers did not experience the same demand as the end of last week but price levels remained firm. Production curtailments during the last few weeks of the year helped mills move order files into late December and early January. Secondaries continued to sell off positions, which produced a two-tiered market. Despite recent buying, inventories at yards remained lean.

Oriented Strand Board

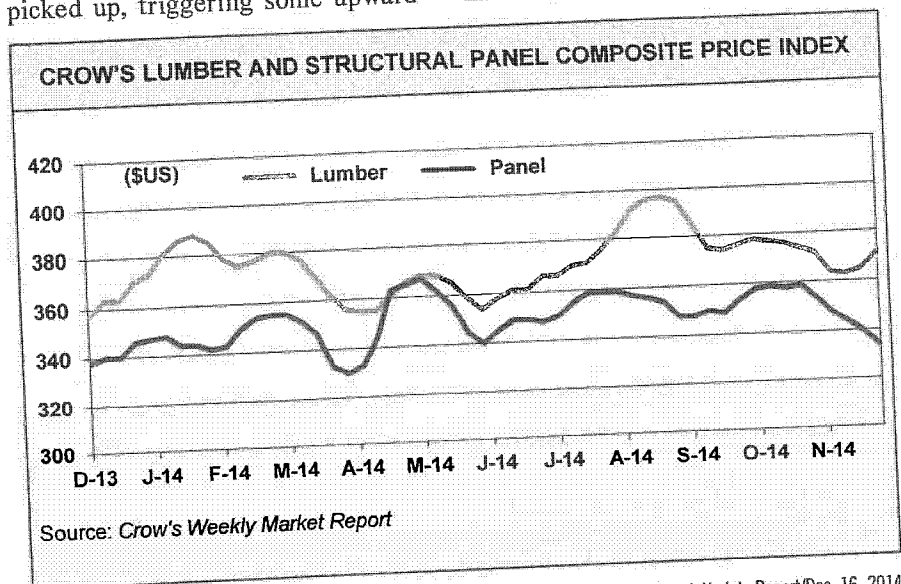
Having reached a perceived pricing bottom last week, OSB activity picked up, triggering some upward



price movement. Mills sold at higher levels in Canada, while those on the US side firmed up and raised some asking levels. However, the market is definitely winding down for the holidays. Generally, there is more life in the market. "Less gloom and doom," a source noted.

Canadian Plywood

Plywood is holding steady at Friday's Crow's net, all sources agreed, after strident gains. Activity backed off a bit with holidays, but overall, take-aways are still brisk for the time of year. Buyers are hesitant to buy wood into the week of January 26, and there is volume left for the week of the January 19. A contact said, "Everyone has a sense of comfort."



December 19, 2014 | Vol. 58, No. 50

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To our readers: This will be the last *Crow's Weekly Market Report* for this year. *Crow's Midweek Update* will be published Tuesday December 23 at its regular time. As is customary, neither report will be published between the Christmas and New Year holidays. We will return to our regular schedule the week of January 5. We want to thank all our subscribers for their support in 2014 and look forward to 2015. Crow's staff wishes everyone in the industry a very happy holiday season!

Residential construction trends continue their gentle upswing in November

November's residential construction figures released this week by the US Census Bureau and Department of Housing and Urban Development indicate single-month declines in the seasonally adjusted annual rates (SAARs) of both starts and permits. Yet, a more detailed analysis of those figures reveals ascending trends in both starts and permits. The figures also indicate the pedestrian pace in which home construction continues to grow.

Meanwhile, Canadian housing starts jumped back up to a more normal pace in November. Builder confidence in the US market dipped a single point for December, as builders remain somewhat ambivalent regarding the market.

US residential construction

US housing starts in November were at a seasonally adjusted annual rate (SAAR) of 1.028 million, a modest decline of 1.6% from an upwardly revised October estimate of 1.045 million (the preliminary October estimate was 1.009 million). Year-over-year, November's rate is well below the November 2013 rate of 1.105 million, which remains the highest monthly rate since November 2007.

However, a comparison of six-month averages continues to show upward trends in US residential construction, albeit slight. The six-month average ending in November was 1.012 million starts, up from 1.005 million in October and 1.008 million in September. The six-month average in November of last year was 920,000, which was 10% lower than this year.

The same trend holds true for single-family housing starts. November's SAAR of 677,000 is 5.4% below the revised October figure of 716,000, but a comparison of six-month averages shows November at 657,000 versus October at 650,000 and September at 639,000. Even with a strong single-month rate of 710,000 in November 2013, the six-month average at that time was only 618,000.

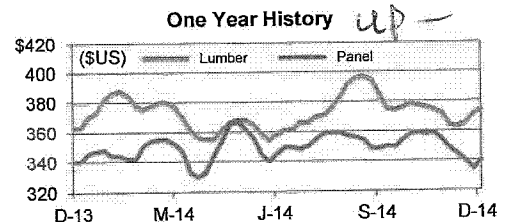
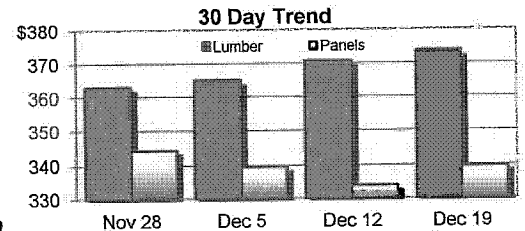
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Inside This Issue:

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Industrials Commentary and Prices	11
Panel Commentary and Prices	13

CROW'S LUMBER AND STRUCTURAL PANEL COMPOSITE PRICE INDEX

	Lumber (mbf)	Panels (msf)
This Week	\$374	\$340
Last Week	371	334
Last Year	363	340



The Crow's Lumber and Structural Panel Composite Price Index is based on 40 key framing lumber and panel prices as published in *Crow's Weekly Market Report*. For a complete description of the Index, go to www.risiinfo.com.

CROW'S ^{PP}
WEEKLY MARKET REPORT

RECAP 12/19/2014

Lumber: The overarching theme within the SPF lumber market was that sales activity was "decent but not great." Downtime at mills over the next couple of weeks, particularly those in the eastern region of Canada, helped keep supplies in check and buoyed prices. Demand for **Southern Pine** lumber remained strong, continuing to press prices higher, but minor signs of a potential transition began to appear. Producers sold scattered build-ups quietly. Mills reported that treaters backed off from the pace they had purchased over the prior couple of weeks. For yet another week, most **Coastal** species lumber prices held close to the prior week's levels. Significant production curtailments around the holidays helped maintain price levels. Demand, included significant participation from buyers covering needs for upcoming jobs. **Stud** demand and price direction remained one of the highlights of North American lumber markets. Where prices were not flat, they tended to edge higher. The market for **Inland** lumber is quiet, but certainly not negative. Neither Fir-Larch nor Hem-Fir prices showed any significant change in Std&Btr/#2&Btr. Some **Radiata Pine** 5/4 Mldg&Btr exporters have been offered up to \$50 premium for 5/4 Mldg&Btr, but most report that they cannot take the orders, because they only have enough to cover regular customers. **Ponderosa Pine** industrial lumber producers have achieved their December business, with prices holding very stable. Ponderosa Pine 4/4 boards have been "generally quiet" this week, according to most reports, continuing the market pattern of the last several weeks. **Inland Cedar** board producers show a mix of activity, some saying the market lacks energy, others contending that demand is good. The **Western Red Cedar** market slipped deeper into a holiday mode, with producers reporting light sales.

Panels: OSB buyers came to market to pick up moderate volumes of OSB prior to the holidays. From last Friday, price levels increased in all regions between \$5-15 as participation increased enough to cover needs and build a little inventory into

CROW'S KEY WEEKLY LUMBER PRICES				
(\$/mbf)	THIS WEEK	LAST WEEK	CHANGE	YEAR AGO
2x4 Stud PET 8' W-SPF - Mill	\$315	\$313	\$2	\$285
2x4 Stud PET 8'E-SPF - Boston	405	410	-5	380
2x4 2&BTR RL W-SPF - Mill	340	340	0	374
2x4 2&BTR RL E-SPF - Boston	423	418	+5	457
2x4 2&BTR RL Southern Pine - Westside	442	428	+14	415
2x4 Stud PET 8' Green D. Fir - Portland	335	345	-10	330
2x4 STD&BTR RL Green D. Fir - Portland	315	315	0	360
2x4 STD&BTR RL KD Hem-Fir - Spokane	380	380	0	405
1x12 2&BTR RL KD Ponderosa Pine - Inland	675	675	0	850
5/4 RWL #3 Shop KD Ponderosa Pine	595	595	0	730
5/4 RWL RGH MLDG&BTR KD Ponderosa Pine	1175	1175	0	1235
5/4 RWL #3 Shop Radiata Pine - West Coast Docks	775	775	0	775

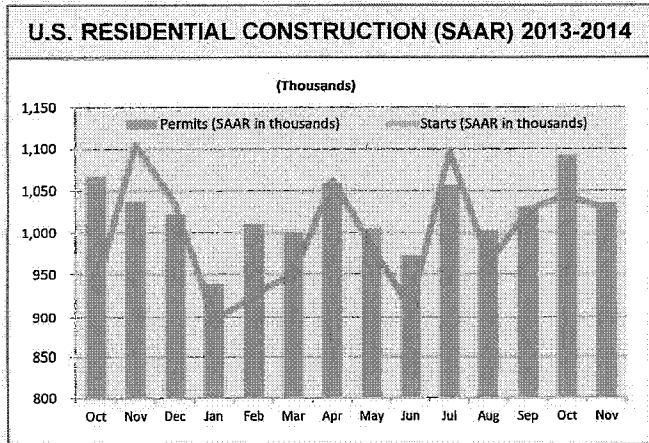
CROW'S KEY WEEKLY PANEL PRICES				
(\$/msf)	THIS WEEK	LAST WEEK	CHANGE	YEAR AGO
7/16 Oriented Strand Board - North Central	\$210	\$200	\$10	\$230
7/16 Oriented Strand Board - Southwest	193	188	+5	210
23/32 Oriented Strand Board UL - Southwest	345	344	+1	410
15/32 CD 3 Ply Southern Pine - Westside	445	440	+5	375
23/32 Underlayment Southern Pine - Westside	830	830	0	665
23/32 BCX Southern Pine - Westside	830	830	0	785
1/2 CDX 5 Ply Western Fir	455	455	0	410
23/32 Underlayment T&G Western Fir	740	740	0	650
23/32 ACX Western Fir	925	925	0	800
1/10 CD 54" Fir Veneer	59.5	60.50	-1.00	54.75
3/4 Industrial Particleboard - Southeast	410	410	0	400
3/4 Medium Density Fiberboard - Southeast	605	605	0	600

January. Order files for rated sheathing at **Southern Pine** plywood mills rolled over into the week of January 5. Much of the week's demand focused on thick panels, which helped boost those rated sheathing prices in the Central and East zones. **Western Fir** plywood demand and production curtailments around the holidays combined to keep order files well out ahead of this week. "It's no runaway," noted a trader, "but business is good." The price run-up last week in **Canadian**

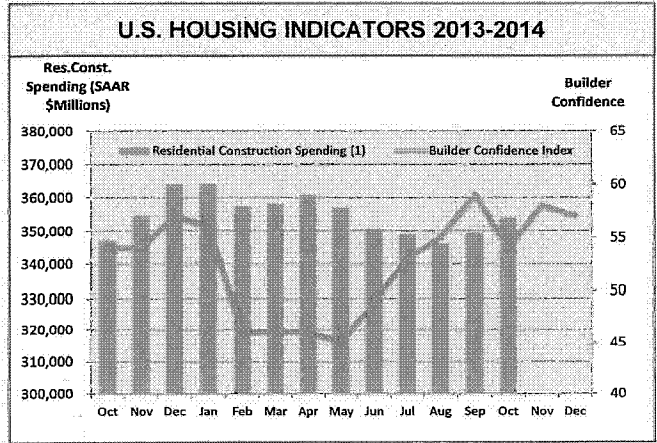
plywood hit its level and stayed there, and remains unchanged today. There is a universal sentiment that established levels are where they need to be and have staying power. Order files run into the weeks of January 12 through 26, though the occasional load is available sooner. Several **particleboard** and **MDF** producers reported decent sales, especially for this time of the year, chalking up some of the week's orders to buyers taking time off the next few weeks around the holidays.

PFP

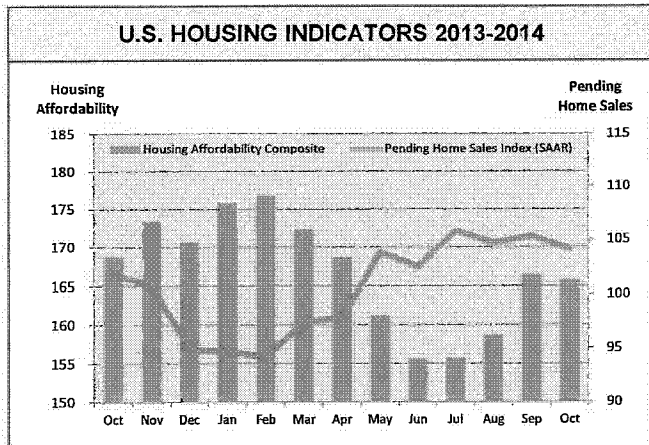
North American Housing Indicators



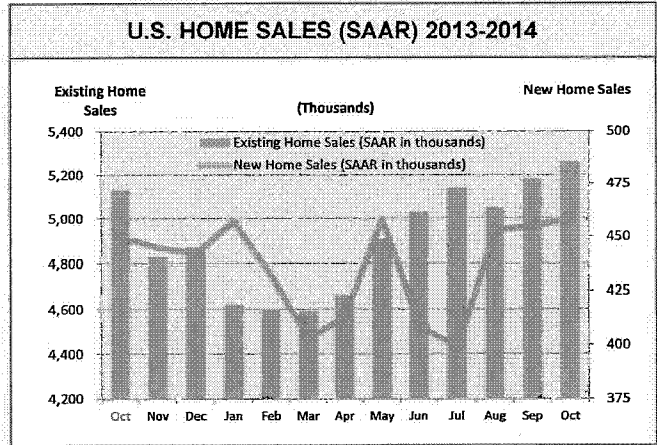
Source: U.S. Census Bureau



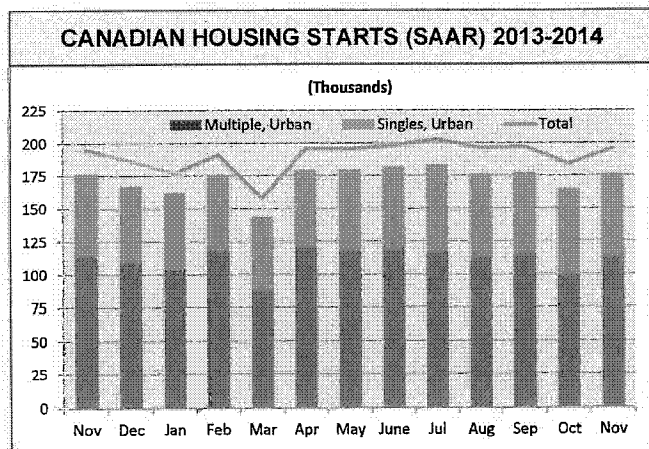
Sources: U.S. Census Bureau; National Association of Home Builders/ Wells Fargo Housing Market Index



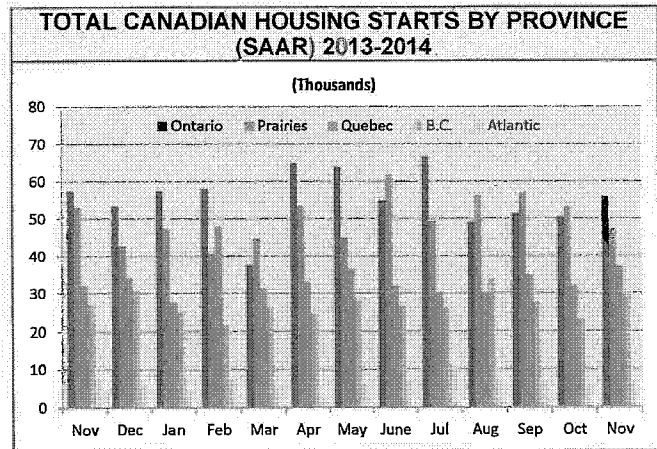
Source: National Association of Realtors



Sources: National Association of Realtors; U.S. Census Bureau



Source: Canada Mortgage and Housing Corporation



Source: Canada Mortgage and Housing Corporation

U.S. HOUSING STATISTICS AND INDICATORS

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Starts (SAAR in thousands)	936	1,105	1,034	897	928	950	1,063	984	909	1,098	963	1,028	1,045	1,028	NR
Permits (SAAR in thousands)	1,067	1,037	1,022	939	1,011	1,000	1,059	1,005	973	1,057	1,003	1,031	1,092	1,035	NR
Builder Confidence Index	54	54	57	56	46	46	46	45	49	53	55	59	54	58	57
Residential Construction Spending (M)	347,274	354,502	364,000	364,078	357,267	358,145	360,826	356,963	350,580	348,866	346,190	349,096	353,802	NR	NR
New Home Sales (SAAR in thousands)	450	445	442	457	432	403	413	458	409	399	453	455	458	NR	NR
Existing Home Sales (SAAR in thousands)	5,130	4,830	4,870	4,620	4,600	4,590	4,660	4,910	5,030	5,140	5,050	5,180	5,260	NR	NR
Pending Home Sales Index (SAAR)	102	101	95	95	94	97	98	104	103	106	105	105	104	NR	NR
Housing Affordability Composite	169	173	171	176	177	172	169	161	156	156	159	167	166	NR	NR

SAAR - seasonally adjusted annual rate; (M) - SAAR in millions; NR - not yet reported
Sources: U.S. Census Bureau, National Association of Realtors, National Association of Home Builders/Wells Fargo

Residential construction ...

<<< continued from page 1

November's rates and 6-month averages in the multifamily sector suggests that those starts have leveled in recent months. The single-month November rate for units in buildings with five units or more is 340,000. Likewise, the 6-month averages in both October and November are 340,000. Further evidence of stalled multifamily construction can be found in the number of permits issued for future development. Recent six-month averages and November's single-month rate show those figures have also stalled.

US building permits issued in November were at a SAAR of 1.035 million, down 5.2% from the upwardly revised October rate of 1.092 million (the preliminary rate was 1.080 million) and 0.2% below the November 2013 estimate of 1.037 million. However, six-month averages for permits show a clear trend upwards. In November, the six-month average was 1.032 million, preceded by 1.027 million in October and 1.021 million in September.

Single-family authorizations in November were at a rate of 639,000, down 1.2% from the revised October figure of 647,000. The six-month average in November was 635,000, up from 631,000 in October and 623,000 in September, indicating a rising trend in single-family permits. The six-month average in November of last year was 627,000, not far below the most recent averages.

Canadian residential construction

Canadian housing starts in November rebounded from a low October number, according to Canada Mortgage and Housing Corporation. The seasonally adjusted annual rate of Canadian housing starts were 195,620 units in November, up from 183,659 in October. Despite the rise in November from October, the six-month trend in Canadian housing starts dropped slightly to 195,792 units in November compared to 195,796 in October.

"The trend essentially held steady for a third consecutive month in November," said Bob Dugan, CMHC's Chief Economist. "This is in line with our expectations for 2014, of a stable national picture with new home building concentrated in multiple starts, particularly in Quebec, British Columbia and Ontario."

The SAAR of urban starts increased to 176,343 in November from 164,784 in October. The increase was concentrated in multifamily urban starts, which reached

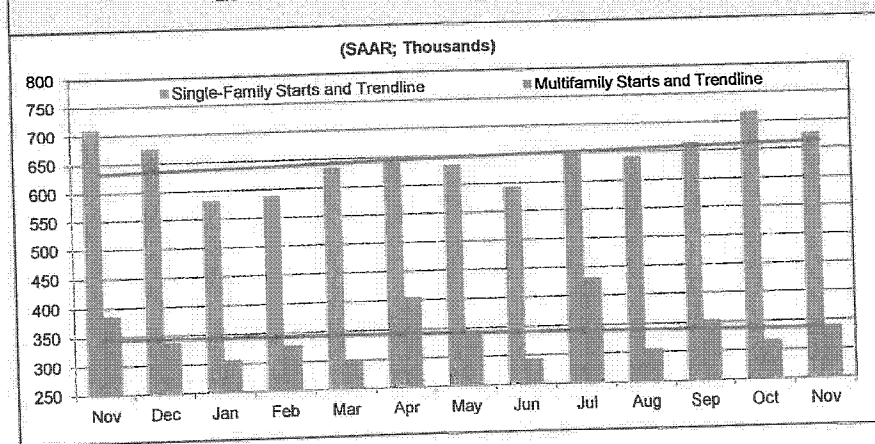
112,583 in November, while single-family starts decreased to 63,760 units.

Builder Confidence

There was not much to draw from December's National Association of Home Builders/Wells Fargo Housing Market Index (HMI). Builder confidence in the US market for newly built single-family homes dropped a single point to 57. That slight decline indicates little more than builders seeing no significant declines or increases in market activity.

Scores from each component of the index are used to calculate a seasonally adjusted index where any number over 50 indicates that more builders view conditions as good than poor. Two of the three HMI components posted losses in December. The index measuring current sales conditions fell one point to 61, while the index gauging expectations for future sales also dropped a single point to 65. The index indicating traffic of prospective buyers held steady at 45.

2013-14 HOUSING STARTS - 13 MONTHS



DFP

Beyond the Numbers . . .

By Gary Zauner

With 2014 almost behind us, the industry is looking toward 2015 and what the upcoming year could bring.

Perhaps the biggest question mark hangs over lumber trade and, in particular, shipments of Canadian lumber into the US. The latest softwood lumber agreement between the two countries is set to expire in the fourth quarter of next year. While Canadian officials appear satisfied with the current arrangement, US interests are clearly less enamored with the prospects of continuing the pact. Will the two sides get together and try to hammer out a new arrangement prior to the expiration of the current agreement, or will they simply let it expire and go through a lengthy litigation process before drawing up a new agreement?

Transportation issues are another concern within the industry heading into 2015. Many traders presume that moving wood products from point A to point B will be just as difficult next year as it was in 2014. This past winter, heavy snows slowed transportation to a crawl, and in some regions, it never seemed to recover until late in the year. Traders question whether railroads and trucking companies in 2015 will keep up with an improving economy and housing market.

How much North American lumber China and the entire Asian market will continue to absorb will be a key factor in 2015 markets. The slowing Chinese economy does carry with it the potential to constrain shipments to that country. If fewer shipments make their way across the Pacific can increasing North American consumption keep pace with any additional domestic supply?

These topics will be key to how North American markets unfold in 2015. A myriad of other significant influences are also likely to pop up throughout the year—like whether demand levels for OSB will allow that market to again flourish.

By Samuel Sherrill

Ready or not, here comes 2015. As is the case this time of year, expectations lead to speculations. Ask any member of this industry what he or she expects from the coming year, and everyone, if pressed, will roll out a catalog of ideas relating to production levels, international economics, current political trends, and other influential arcane data. Eventually, most concede, the next year will be predicated on what “housing” does. They use the term “housing” as though it were a single large blanket that bundles a number of economic issues, knowing that it is much more complex than that.

Most people use the term “housing” to designate new residential construction, building a portion of their projections on how housing statistics relate to each other from year to year. Projections for this year were better than the reality, yet the industry has had a solid performance in 2014, despite the fact that November 2014 new housing construction was 7% below November 2013.

Expectations for housing might not have been met this year, but the sense of optimism has grown among builders. According to the Housing Market Index (National Home Builders’ Association), builder confidence regarding current sales conditions reached 61 in December. Anything over 50 is positive. Moreover, “We expect builders to remain confident in 2015,” says Kevin Kelly, NAHB Chairman.

An integral part of “housing” is remodeling. The NAHB Remodeling Market Index (RMI) has been strong throughout this year, reaching 57 in the third quarter. Compare this with the 22 it recorded in the fourth quarter of 2008. Moreover, the revenue of both Lowe’s and Home Depot, perhaps the best gauges of the expectations of Americans, rose almost 4% this year.

It just might happen that 2015, as one member of the industry said, “will be a barn burner.” A burning barn, in this case, is a good thing.

CROW'S CONSTRUCTION MATERIALS COST INDEX (CMCI)
A price index of lumber and panels used in actual residential construction

Western Region				Southern Region			
Dec 19, 2014				Dec 19, 2014			
	This Week	Last Week	Last Year		This Week	Last Week	Last Year
CMCI *	\$323	\$323	\$343	CMCI *	\$290	\$286	\$278
Weighted Avg.	389	388	412	Weighted Avg.	355	350	340
Lumber	172	174	183	Lumber	232	230	214
Panels	151	149	160	Panels	58	57	64

* Crow's CMCI is an index of wholesale cost for lumber and panel products, based on materials used in actual construction of houses which are similar in square footage to the U.S. Census Bureau's medium footage and design designation. The species and type of lumber and panels are the customary usage in each region. Go to www.risi.com for more particulars.

Source: Crow's Weekly Market Report

Spruce Pine Fir

"Dimension is just plain ol' flat."

The overarching theme within the SPF lumber market was that sales activity was "decent but not great." This was exemplified by what traders often described as "flat but firm" prices. Order files out into January 5 helped maintain firm price levels at mills. "Mills are not showing a lot," said a buyer, referring to offers from mills in eastern Canada. Downtime at mills over the next couple of weeks, particularly those in the eastern region of Canada, helped keep supplies in check and buoyed prices. Wholesalers reported moderate trading activity, with some rolling carloads coming out of western mills. Buyers bought conservatively, keeping inventories in check. Some buyers tried to clean up any business for next week, intending to take much of next week off.

Examples of the absence of price movement in markets were seen in western 2x4 and 2x6 #2&Btr, which held at \$340 and \$348, respectively. Delivered Chicago prices out of eastern mills also remained firm at the prior week's levels. "Dimension is just plain ol' flat," said one trader. Upward price pressure remained in low grade items.

MSR prices were mixed, dependent largely on tally.

Inland Species

"Mediocre."

Few industry participants expect much from the market at this point of the year; holidays do not engender confidence with regard to sales. Thus, hearing several sources say, in varying ways, that the market is "mediocre" is more of a confirmation than a caution. The tone of the market might be lackadaisical now, but almost everyone has a positive outlook with regard to days to come.

Neither Fir-Larch nor Hem-Fir prices showed any significant change in Std&Btr/#2&Btr this week. Both 2x4 and 2x6 tended to be a little firmer,

while 2x12 showed some weakness, especially in Fir-Larch. The spectrum of change was a few dollars, at most, indicating that no new energy had crept back into the marketplace. Customers are lying back, taking a selective load here and there to fill specific inventory holes. Thus, the market for Inland lumber is quiet, but certainly not negative.

The story for uppers remains much as it has been, quieter and less energetic than even the Std&Btr/#2&Btr market. Both Select Structural lumber and MSR show few price changes, but the activity in these has been lax. MSR does have more action than Select Structural because its primary users are not wrapped in winter.

Coastal Species

"No problem moving production."

For yet another week, most Coastal species lumber prices held close to the prior week's levels. Significant production curtailments around the holidays helped maintain price levels. Demand, including significant participation from buyers covering needs for upcoming jobs, also helped hold up prices. Producers also noted a large amount of quoting for jobs that are expected to take place in the new year. Distributors continued to cover little more than immediate needs. Reports of more sales activity toward the end of the week surfaced, as buyers tried to clear their desks prior to the holiday week.

Another bout of heavy rain in California slowed consumption in the Bay Area, while Southern California weather improved enough to increase consumption in that region. The labor issue at Washington ports is still forcing mills to sell greater volumes into the domestic market than they otherwise would.

In dry, mills noted an easier time selling Doug Fir 2x4 than 2x6. Narrow width pricing in both Doug Fir and Hem-Fir was firm. Doug Fir 2x12 #2&Btr was discounted, while 2x10 held at \$430.

In green Doug Fir, mills managed to squeeze a few dollars more out of 2x6

#2&Btr, pushing the price from \$322 up to \$325. Minor discounting was evident in 2x12, but the price managed to hold at \$400. "We had no problem moving production this week," noted one green producer.

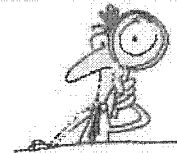
Southern Pine Lumber

"It has slowed a hair."

Demand for Southern Pine lumber remained strong, continuing to press prices higher, but minor signs of a potential transition began to appear. Buyers purchased volumes to fill immediate needs or held off to guarantee delivery after the end of this year. Despite limited production schedules over the next two weeks, one major producer noted, "Our lead times aren't quite far enough out to allow buyers to purchase for January delivery yet." Producers also sold scattered buildups quietly. Mills reported that treaters backed off from the pace they had purchased over the prior couple of weeks. Resistance to higher price levels was also reported, although 2x10 still presented an opportunity. "It has slowed a hair," noted a trader.

Mills reported lighter 2x6 #2 sales, in part due to wholesalers trying to sell their positions. Central zone mills resorted to "creative" ways to sell 2x6 volumes into the East and West zones, which contributed to more modest price gains for that item. Among the items with limited availability was 2x4 14' and 16' #2.

Low grade dimension pricing remained firm. Buyers reported seeing more 16' Standard decking available. Prices for 4x6 and 6x6 were flat, while 4x4 8' and 10' pricing pushed higher.



Crow's Price Watch

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CROW'S PFP
WEEKLY MARKET REPORT - LUMBER PRODUCTS

Good weather through much of the week contributed to good consumption levels in the Southeast.

Western Red Cedar

"More interested in eggnog than lumber."

The Western Red Cedar market slipped deeper into a holiday mode, with producers reporting light sales. "They're more interested in eggnog than lumber," noted a producer. Shipping departments were often busier than sales staffs, loading carloads that will deliver after the first of the year. Some customers stepped up their shipments, wanting to avoid the late deliveries they experienced early this year. Prices remained at prior levels, underpinned by high log prices. Modest buildups of floor stock

were discounted, but the key concern among producers was not that they carried too much wood into next year, it was that they might have too little.

Good weather in the Southeast kept wood moving from yards in that region. Areas of heavy snow were forecast for the upper Midwest and Northeast for the middle of next week.

Secondaries continued to purchase post and rail items where they were available. Yards in those states where inventory taxes exist continued to try to pare back inventories prior to the year end.

Studs

"Not a lot of 9' available."

Stud demand and price direction remained one of the highlights of North American lumber markets.

Where prices were not flat, they tended to edge higher, with a few double-digit increases apparent. Again, 9' pricing outpaced 8'. "There's not a lot of 9' available," noted a wholesaler. Traders often perceived the lack of supply as more of a factor in escalating prices than the level of demand. Production curtailments are expected to keep supplies in check in the coming weeks. With order files extending into early January, buyers worried less about pre-January 31 deliveries.

Sales of 9' SPF studs out of both eastern and western Canadian mills were strong. At least one producer removed volumes from the market after selling out early in the week. The price of 2x6 9' out of eastern Canadian mills delivered to Chicago ended at \$470, up \$5. Both 2x4 and 2x6 8' also sold at higher prices in SPF.

In western US species, dry Doug Fir prices elevated, with 2x4 9' moving to \$400, up \$13, and quotes appeared as high as \$415. While dry 2x4 8' sold in a range of \$365-370, green slipped to \$335, with some sales as low as \$330. Both green 2x4 and 2x6 9' managed increases of \$10.

Prices of 10' studs were firm to higher in most instances. Finger joint stud pricing remained firm to higher.

Treated

"It's a December pace."

Good weather throughout much of the week kept Southern Pine treated lumber flowing to yards at a steady rate. "It's a December pace," noted a treater. Sales in the Northeast and Upper Midwest were limited by winter weather. Treaters pressed sawmills to ship contract volumes prior to the holidays. Shipments for multifamily construction remained steady.

Most prices remained on the upswing, with the exception of boards and larger timbers.

North American Lumber Annual Historical Data

This Report contains 17 years of annual historical data for the North American softwood lumber market. Concepts covered include demand, supply, capacity, trade, prices and costs. Data on the U.S. and Canadian economies and housing is also included.

This item will be available for download for 30 days. We encourage you to download all documents relating to this product within this period. You can do this by logging in to www.risi.com using the username/password you create during checkout.

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North American Lumber Forecast 15-yr - Provides a comprehensive assessment and long-term outlook for North American lumber markets. This Forecast covers key concepts like supply, demand, imports/exports and prices.

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For more information or to order, contact us at info@risi.com or call us at 866.271.8525 (option # 3).

CROW'S PFP WEEKLY MARKET REPORT - LUMBER PRODUCTS

Framing Lumber

Prices are net F.O.B. mill to wholesalers unless otherwise noted.
Prices indicate mixed car loadings.
Prices per thousand board feet, U.S. dollars unless noted.

STUDS P.E.T. 8'		KD	GREEN	GREEN	KD	GREEN	KD
		STUD 2x4	STUD 2x4	STD&BTR 2x4	2&BTR 2x6	2&BTR 2x6	STUD 2x3
Douglas Fir Portland	1	370	335	340	355	310	—
Hem-Fir Coast	1	350	—	—	345	—	—
Hem-Fir Spokane	1	360	—	—	385	—	—
Fir-Larch		355	—	—	360	—	—
ESLP	2	350	—	—	365	—	—
E-SPF Chicago	1	405	—	—	460	—	—
W-SPF Mill	1	315	—	—	352	—	290
W-SPF Chicago	1	395	—	—	435	—	370
SPF Boston	1	405	—	—	480	—	345
SPF Toronto	3	440	380	—	495	445	365
Southern Pine West	4	395	—	—	—	—	—
Southern Pine Central	5	395	—	—	—	—	—

STUDS P.E.T. 9' & 10'		KD	GREEN	KD	GREEN	FINGER	KD	GREEN
		STD&BTR 2x4 9'	STD&BTR 2x4 9'	2&BTR 2x6 9'	2&BTR 2x6 9'	JOINT 2x4 9'	STUD 2x4 10'	STD&BTR 2x4 10'
Douglas Fir	1	400	355	420	390	—	380	—
Hem-Fir Coast	1	365	—	400	—	—	360	—
Hem-Fir Spokane	1	385	—	410	—	—	—	—
Fir-Larch		395	—	415	—	460	—	—
ESLP	2	360	—	415	—	455	—	—
E-SPF Chicago	1	415	—	470	—	—	370	—
W-SPF Mill	1	330	—	412	—	515 *	—	—
W-SPF Chicago	1	410	—	495	—	—	—	—
SPF Boston	1	405	—	465	—	—	385	—
SPF Toronto	3	445	395	500	—	—	395	345

RANDOM TALLY 8'- 20'		STD&BTR						UTILITY		No. 3				ECON	
		2x4	2x4	2x6	2x8	2x10	2x12	2x4	2x6	2x8	2x10	2x12	2x4	2x6	
KILN DRIED															
Douglas Fir	1	—	370	378	367	430	445	280	270	255	255	270	205	200	
Hem-Fir Coast	1	—	345	365	355	360	430	275	250	255	255	270	200	195	
Hem-Fir Spokane	1	380	385	375	365	375	445	275	270	255	240	240	210	200	
Hem-Fir Redding	1	—	365	380	360	370	435	285	270	260	265	280	205	200	
Fir-Larch		370	375	380	370	435	460	275	265	250	250	250	210	195	
Ponderosa Pine		250	—	255	258	280	315	—	—	—	—	—	—	—	
W-SPF Mill		—	340	348	335	345	510	295	240	250	250	255	—	—	
W-SPF Chicago	1,6	—	420	431	415	435	603	—	—	—	—	—	—	—	
E-SPF Chicago	1,6	—	430	440	450	—	—	362	340	335	—	—	—	—	
E-SPF Atlanta	1,6	—	450	460	470	—	—	382	360	355	—	—	—	—	
E-SPF Boston	1	—	423	455	460	505	—	335	310	335	—	—	—	—	
E-SPF Toronto	3	—	460	470	480	500	—	370	350	350	—	—	—	—	
Southern Pine East	7	—	430	361	338	358	427	365	360	378	245	255	255	200	
Southern Pine West	4	—	442	408	350	330	455	400	300	275	230	260	285	225	
Southern Pine Central	5	—	428	388	343	338	440	365	270	265	235	255	265	215	

GREEN		KD	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN
		STUD 2x4	STUD 2x4	STD&BTR 2x4	2&BTR 2x6	2&BTR 2x6	2&BTR 2x6	2&BTR 2x6	2&BTR 2x6
Douglas Fir Portland	1	315	320	325	315	405	400	260	240
Douglas Fir Portland Prime	1	350	355	355	340	415	430	—	—
Douglas Fir Redding	1	330	335	330	320	400	405	—	—

*Prices reflect sales from area indicated. ²Graded Engelmann-Spruce, Lodgepole Pine. ³F.O.B Toronto, Canadian Funds, tax excluded. ⁴Mills in Texas, Oklahoma, Arkansas, Louisiana.
⁵Mills in Alabama, Mississippi, Louisiana (east of Mississippi River). ⁶Flat car, paper wrapped. ⁷Mills in Virginia, the Carolinas, Georgia, Florida. * Houston

CROW'S ^{PPP} WEEKLY MARKET REPORT - LUMBER PRODUCTS

Framing Lumber

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Prices indicate mixed car loadings.
Prices per thousand board feet. U.S. dollars unless noted.

STRUCTURAL LIGHT FRAMING

	#1 & BTR					SEL. STRUC.		1650f MSR		1800f MSR		2100f MSR	
	2x4	2x6	2x8	2x10	2x12	2x4	2x6	2x4	2x6	2x4	2x6	2x4	2x6
Douglas Fir Green	402	—	—	—	—	—	—	—	—	—	—	—	—
Douglas Fir KD	420	—	—	—	—	—	—	—	—	430	430	—	—
Hem-Fir	—	—	—	—	—	410	410	420	420	—	—	—	—
Fir-Larch KD	410	415	485	500	565	—	410	—	—	420	420	435	435
Southern Pine East	485	—	—	—	—	—	—	—	—	—	—	—	—
Southern Pine Central	** 502	425	380	436	488	—	—	—	—	—	—	—	—
Southern Pine West	*** 468	420	350	395	480	—	—	—	—	—	—	—	—
W-SPF Mill	—	—	—	—	—	—	—	362	378	—	—	385	453

LIGHT FRAMING, JOISTS & PLANKS - Douglas Fir Green - 8'-20'

	STD&BTR	2&BTR				1&BTR	
	4x4	4x6	4x8	4x10	4x12	6x8	6x12
Portland	505	480	515	510	440	915	915
Eureka	515	495	490	490	435	915	915

SOUTHERN PINE - Kiln Dried

	8'	10'	12'	14'	16'
4x4 No. 2	470	505	465	420	450
4x6 No. 2	465	445	480	445	470
6x6 No. 2	505	500	490	440	490

HEM-FIR KILN DRIED (COAST)

		8'	10'	12'	14'	16'	18'	20'	22'	24'
2x4	STD&BTR	290	320	320	335	380	340	340	—	—
2x4	2&BTR	295	325	325	340	385	345	345	—	—
2x6	2&BTR	300	350	340	350	395	370	375	385	385
2x8	2&BTR	340	335	345	350	385	355	355	390	390
2x10	2&BTR	310	320	375	375	390	365	355	465	465
2x12	2&BTR	370	395	440	430	480	450	445	465	465

DOUGLAS FIR GREEN

	8'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'
2x4	280	300	305	310	370	330	330	—	—	—	—
2x6	270	295	305	310	375	340	350	395	385	510	520
2x8	285	275	285	310	350	320	365	415	415	440	485
2x10	295	330	390	410	445	410	410	475	465	440	460
2x12	335	350	400	375	450	405	470	475	470	515	525

SPF KILN DRIED

		WESTERN								
		8'	10'	12'	14'	16'	18'	20'	22'	24'
2x4	2&BTR	294	308	310	327	374	355	355	—	—
2x6	2&BTR	315	364	346	315	365	375	380	—	—
2x8	2&BTR	315	330	348	310	355	345	355	—	—
2x10	2&BTR	270	315	385	347	345	365	325	—	—

EASTERN-BOSTON

	8'	10'	12'	14'	16'
2x4	415	400	400	410	460
2x6	475	475	455	405	480

EASTERN-CHICAGO

	8'	10'	12'	14'	16'
2x4	405	390	405	415	465
2x6	460	470	455	410	470

SOUTHERN PINE KILN DRIED

		EAST *						CENTRAL **						WEST ***								
		8'	10'	12'	14'	16'	18'	20'	8'	10'	12'	14'	16'	18'	20'	8'	10'	12'	14'	16'	18'	20'
2x4	No. 1	440	435	445	450	490	535	565	475	435	470	485	550	540	535	410	415	430	445	510	480	510
2x6	No. 1	340	370	380	385	395	405	535	355	400	430	390	445	430	500	350	405	430	405	425	395	470
2x4	No. 2	400	410	410	430	420	420	455	400	405	405	425	440	420	485	395	405	420	430	455	425	485
2x6	No. 2	280	360	350	360	360	350	370	310	390	375	390	415	385	400	335	410	425	410	415	390	405
2x8	No. 2	295	310	320	325	335	320	360	300	310	325	355	360	355	345	315	315	335	370	355	360	360
2x10	No. 2	280	350	350	350	350	340	385	295	315	340	340	350	325	360	310	320	330	325	335	310	345
2x12	No. 2	350	340	440	370	400	445	640	375	375	460	420	425	425	590	375	380	475	445	440	425	570

* Mills in Virginia, the Carolinas, Georgia, Florida.
** Mills in Alabama, Mississippi, Louisiana (east of Mississippi River).
*** Mills in Texas, Oklahoma, Arkansas, Louisiana.

CROW'S PFP WEEKLY MARKET REPORT - LUMBER PRODUCTS

Prices are net F.O.B. mill to wholesalers unless otherwise noted.
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Prices per thousand board feet, U.S. dollars unless noted.

Cedar

WESTERN RED CEDAR - Mixed Lengths		4"	6"	8"	10"	12"		
Boards	1" SIS2E Std&Btr	675	735	755	820	1275		
	1"SIS2E No Hole Grade	920	940	1010	1090	1540		
Dimension	2" Rgh Std&Btr #2&Btr	805	840	925	1040	1270		
	2" S4S Std&Btr	750	825	860	935	1140		
	2" Apperance Grade	950	955	1015	1275	1530		
	4" S4S Std&Btr	800	850	—	—	—		
	4" Rgh Std&Btr #2&Btr	875	925	910	1050	1260		
	4" Apperance Grade	1100	1090	1090	1350	1460		
Siding	6" Rgh #2&Btr	—	1270	1280	1295	1310		
	1" T&G KD 10/15% Qty. Smooth Face	—	1375	1435	—	—		
	1" Channel STK 10/15% Qty&Btr Green	—	1170	1265	1300	—		
	1" Channel STK 10/15% Qty&Btr KD	—	—	1450	—	—		
	5/8" Bevel STK 10/15% Qty&Btr KD	—	805	805	—	—		
	3/4" Bevel STK 10/15% Qty&Btr Green	—	865	865	950	—		
	3/4" Bevel STK 10/15% Qty&Btr KD	—	1090	1090	1135	—		
	3/4" Bevel STK 10/15% Qty&Btr KD	—	950	950	1055	—		
	11/16" Bevel STK 10/15% Qty&Btr KD	—	—	—	—	—		
	Decking	5/4" Radius-Edge: Architect Knotty ¹	840	1250	—	—	—	
	5/4" Radius-Edge: Architect Knotty ¹ KD	—	1305	—	—	—		
	2" Custom Knotty ¹	705	925	—	—	—		
	2" Architect Knotty ¹	990	1180	—	—	—		
	2" Architect Knotty ¹ KD	1030	1220	—	—	—		
Bevel Siding	CLRVG	A	Rough	2 X 2 S4S	36"	42"	48"	96"
	1/2" x 6	1855	1515	1300	D&Btr	810	965	920

Inland cedar prices listed on Page 9.

FENCING	ROUGH	SIS2E
1x4 6' #1 (2 Face)	—	700 ³
1x4 6' #2&Btr NH	545 ²	650 ³
1x4 8' #2&Btr NH	610 ²	625 ³
1x6 5' #2&Btr NH	470 ²	550 ³
1x6 6' #1 (2 Face)	—	790 ³
1x6 6' #2&Btr NH	685 ²	780 ³
1x6 8' #2&Btr NH	700 ²	785 ³
2x4 8' Std&Btr NH	850 ²	725 ³
4x4 8' Std&Btr NH	875 ²	800 ³

SHINGLES	1	2
16" 5X ⁵	155.00	105.00
18" Perfections ⁵	170.00	115.00
18" R&R ⁵	115.00	—

SPLIT RAIL	STD	PONY
10' Rails	4.50	3.20
2-Rail Line & End Posts	4.60	3.35
2-Rail Corner Posts	5.05	3.95
3-Rail Line & End Posts	5.60	4.10
3-Rail Corner Posts	5.95	4.85

SHAKES	#1 PRODUCT
1/2" x 24" H/S ²	160.00
3/4" x 24" H/S ²	185.00
5/8" x 24" T/S UBC#1 ²	170.00
5/8" x 24" T/S Vertical Grain ²	185.00

¹Registered trademark of the WRCLA. ²Nominal width/full width and other factors. ³NPS. ⁴S4S. ⁵Blocking/log source or other factors determining quality.

Treated & Decking - SOUTHERN PINE

DIMENSION - Treated	Treated				
	8'	10'	12'	14'	16'
2x4 No. 2	510	515	512	540	540
2x6 No. 2	390	470	460	465	460
2x8 No. 2	405	440	435	435	445
2x10 No. 2	390	460	460	455	455
2x12 No. 2	465	450	525	480	515

RADIUS - EDGE DECKING - Treated	Treated				
	8'	10'	12'	14'	16'
5/4x6	—	—	—	—	—
Standard	615	590	590	545	630
Premium	720	755	775	735	1070

BOARDS, SQUARES AND TIMBERS - Treated	Treated				
	8'	10'	12'	14'	16'
1x4 No. 2	535	540	615	655	670
1x6 No. 2	535	575	625	585	630
4x4 No. 2	625	660	630	585	615
4x6 No. 2	630	610	635	610	635
6x6 No. 2	655	660	650	610	665

RADIUS - EDGE DECKING - Untreated	Untreated				
	8'	10'	12'	14'	16'
5/4x6	—	—	—	—	—
Standard	490	460	465	410	500
Premium	590	635	640	600	930

Selects and Commons

"Generally quiet."

Ponderosa Pine 4/4 boards have been "generally quiet" this week, according to most reports, continuing the market pattern of the last several weeks. Buyers are filling holes, creating an emphasis on truck business. Even so, some slight strengthening has been reported in #3 Common, following several weeks of soft activity. Prices of #3 Common show no changes, but it is clear that the tone and overall activity have made gains. The #4 Common remains a very tough item to move, perhaps because of slack activity from the Middle East, where much #4 is destined. Prices for #4 Common are flexible, depending on what a mill might be willing to accept by way of counter. Most producers have #4 Common to sell. Slight price adjustments have been made in the price of Selects, and 1x12 in both #2 and #3 Common is abundant.

Business activity into Mexico has been spotty in recent weeks, given the onset of the holiday season. Cedar producers show a mixed bag of activity, some saying the market lacks energy, others contending that their demand is good. Advance sales on some cedar products have some producers showing good order files, which might be a key reason for discrepancies in apparent demand.

Moulding and Shop

"In a holding pattern."

Most of the attention in industrial lumber is now directed toward January and February activity. Domestic producers have achieved their December business, with prices holding very stable. This is not to say that business has been brisk. One source indicated that industrial lumber "is in a holding pattern," while another offered, "Factory lumber has slowed down."

This has been a good year for producers, and most are content to hold the current pattern in place.

Radiata Pine Mldg&Btr, according to one source, is "robust, active and hard to buy." Some exporters have been offered up to \$50 premium for 5/4 Mldg&Btr, but most report that they cannot take the orders, because they have enough to cover regular customers with and no more. The softness in imported blanks has been erased, another source saying they are "firm, but not as firm as millwork."

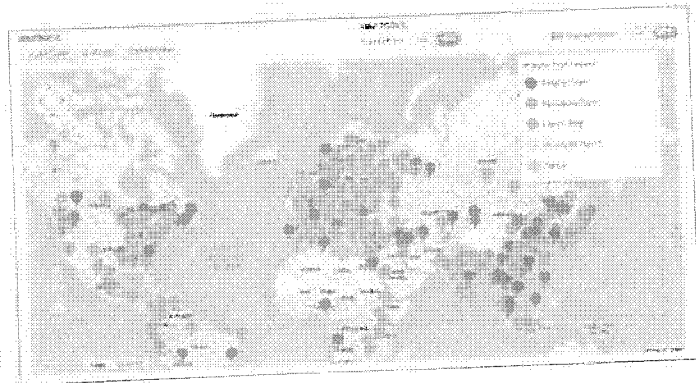
Millwork activity is "firm, with order files pushed well into February," according to an offshore supplier. Apparently, some buyers who had shifted to domestic suppliers to "tide them over" the winter have now

CURRENCY COMPARISON			
Compared to U.S. Dollar			
	12/17/14		12/10/14
Brazilian Real	2.65	▲	2.58
Canadian dollar	1.15	▲	1.13
Chilean peso	614.00	▲	599.30
Chinese renminbi	6.21	▲	6.15
Euro	0.81	▲	0.80
Mexican peso	14.58	▲	14.11
New Zealand dollar	1.28	■	1.28

Source: X-Rates

returned energetically to the import market. The price of import mouldings remains in a range from \$1425-1475, C&F US ports, but the tone is clearly becoming more positive.

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CROW'S ^{PDF} WEEKLY MARKET REPORT - INDUSTRIAL PRODUCTS

Prices are net F.O.B. mill to wholesalers unless otherwise noted.
Prices indicate mixed car loadings. Prices per thousand board feet.
U.S. dollars unless noted.

Industrial

MOULDING & SHOP

Pine & Fir Species

	S2S MLDG		S4S MLDG	MLDG&BTR					P99
	1-5/16	1-9/16	STANDARD	ROUGH	3 CLEAR	1 SHOP	2 SHOP	3 SHOP	
Ponderosa Pine 4/4	—	—	765	—	810	650	550	—	—
Ponderosa Pine 5/4	1175	—	—	1175	975	935	850	595	445
Ponderosa Pine 6/4	—	1210	—	1210	1015	945	880	645	465
White Fir 5/4	—	1200	—	1200	860	810	705	620	—
White Fir 6/4	—	1200	—	1200	850	810	705	620	—
Douglas Fir 5/4	1150	—	—	1150	850	810	705	620	—
Douglas Fir 6/4	—	1300	—	1300	850	810	705	620	—
Radiata Pine 5/4	—	—	—	1400	905	835	785	710	—
Radiata Pine 6/4	—	—	—	1425	985	950	900	785	—

Blocks & Blanks

	Blocks	Blanks
Radiata Pine 5/4	1090	1245
Radiata Pine 6/4	1075	1245
Elliotti/Taeda Pine	1030	—

¹S4S Standard.

²Prices listed for sales this week, delivery expected in 60-90 days.

Selects & Commons

PONDEROSA PINE

	Inland					California					
	C&BTR	D	2&BTR	No. 3	No. 4	C&Btr	D	2&BTR	No. 3	No. 4	
1x4	1185	735	690	370	305	1x4	1700	900	620	385	300
1x6	1905	900	600	355	300	1x6	1900	1050	590	375	300
1x8	1550	990	575	360	300	1x8	1800	1050	560	390	295
1x10	1425	960	610	495	335	1x10	1710	1050	595	480	325
1x12	1640	1460	675	495	335	1x12	1975	1300	660	480	325

SUGAR PINE

	SUGAR PINE					SOUTHERN PINE				RADIATA PINE	
	C&BTR	D	2&BTR	No. 3	No. 4	C&BTR	D	No. 2	No. 3	C&BTR	D
1x4	1800	900	605	400	310	845	785	575	430	1675	1250
1x6	1900	1050	585	400	310	1045	950	550	310	2040	1375
1x8	1800	1050	585	410	315	985	860	490	345	2040	1375
1x10	1700	1050	605	500	335	910	745	490	365	1875	1500
1x12	2000	1300	685	535	345	1280	830	530	385	2075	1675

IDAHO WHITE PINE

	IDAHO WHITE PINE			SPRUCE - LODGEPOLE PINE				EASTERN WHITE PINE			
	Sterling	Standard	Utility	D&BTR	2&BTR	No. 3	No. 4	D	Premium	Standard	Industrial
1x4	812	475	355	735	680	455	320	1145	825	470	405
1x6	812	460	360	745	720	470	320	1490	825	640	405
1x8	812	520	365	740	670	455	330	1270	770	635	405
1x10	812	535	365	750	665	510	340	1465	715	635	410
1x12	812	625	385	880	805	570	350	1670	825	620	425
1x RWRL	812	526	366	—	—	—	—	—	—	—	—

DOUGLAS FIR - Green

	Portland
1x4 ¹	385
1x6 ²	385

¹ 10-15% utility and better, minimum 65% 12' and longer.
² Standard and better, minimum 70% 12' and longer.

INLAND RED CEDAR - Kiln Dried*

	4"	6"	8"	10"	12"
D&BTR	1560	2360	2325	2675	2820
3&BTR	900	1255	1265	1350	1850
No. 4	285	455	430	395	535

*Prices for S1S2E 7/8"

Southern Pine Plywood PFP

"Sales were good."

Order files for rated sheathing at Southern Pine plywood mills rolled over into the week of January 5 in many instances, although scattered, quicker shipping availability consisting of less volume remained available for the end of December. Producers often reported "decent" sales activity, as yards continued to fill-in inventories at a steady pace. A couple of producers noted that as soon as their order file flipped into January, those buyers trying to keep year-end inventories low stepped into the market to purchase. Another said, "We sold more because we weren't yet into January."

Much of the week's demand focused on thick panels, which helped boost those rated sheathing prices in the Central and East zones. While Central zone 19/32" and 23/32" rated sheathing prices edged \$5 higher, sales in the East occurred at \$15-20 higher by the end of the week. Buyers showed modest interest in 15/32" panels. Wholesalers purchased moderate volumes for shipment the week of 1/5. "Sales were good," remarked a few wholesalers. They also tried to secure volumes with offers \$10-15 below mill quotes with little success. "I would look at those levels," a producer said of low offers, "but the order would have to consist of several carloads."

Underlayment prices held. Mills struggled to sell 19/32" BBOES in the East, offering prices below the \$800 mark with little success. Buyers showed limited interest in purchasing BC panels. Some Mill Cert customers stepped in to purchase more volume than in previous weeks.

Western Fir Plywood

"No runaway, but business is good."

Western Fir plywood demand and production curtailments around the holidays combined to keep order files well

out ahead of this week. "It's no runaway," noted a trader, "but business is good." Producers also increased CDX quotes by no more than \$5 in some instances. While some items sold for a couple of dollars more, one producer noted that, while trying to sell at last week's prices, they were losing orders to lower priced competition. Availability of CDX for this month was minimal, with order files commonly in 2015 and out as far as January 12. Buyers purchased significant volumes in the week of 1/5 but not so much in 1/12.

Carload orders for delivery into the Upper Midwest continued. The Northeast also participated. Truckload orders were popular, particularly in the West. Last week's strong sales to

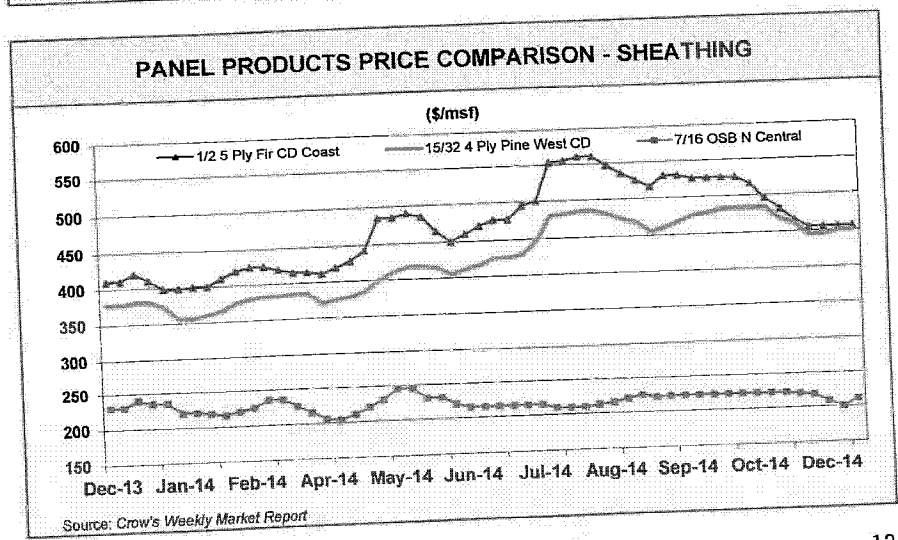
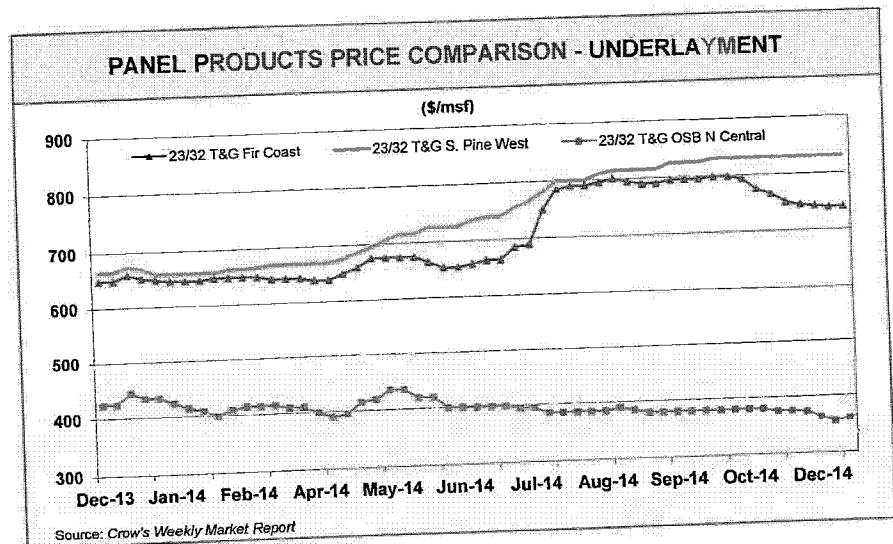
Canada subsided. Mills reported order files for CC items stretching into the latter half of January.

Quotes for 1/2" 4 ply ranged from \$420-425. Buyers purchased volumes of 3/4" 5 ply at \$635. Underlayment prices held. AC and BC volumes continued to sell at a moderate pace. Concrete form prices held for another week. Mill Cert sales remained sluggish, leading to some lower prices.

Fir Veneer

"Still selling at the same levels."

Producers continued to try to hold up prices for 54s and 27s, although doing so proved more difficult. Despite the



CROW'S ^{PPF} WEEKLY MARKET REPORT - PANEL PRODUCTS

perceived weakness among some market players, one producer noted, "I'm still selling at the same levels." High log costs are much of the reason why producers are trying to keep prices stable. Weakness remained apparent in fish-tails. AB pricing remained strong.

Particleboard / MDF

"There's business out there."

Several particleboard and MDF producers reported decent sales, especially for this time of the year, chalking up some of the week's orders to buyers taking time off the next few weeks around the holidays. The market began looking ahead more into early 2015, reporting that customers are expecting a good beginning to 2015. A few suppliers noted they were not seeing customers run their inventories as low as in prior years, meaning, in the words of one, "There's business out there." One producer reported lead times out into the second week of January. Thinner production schedules at year-end will keep supplies in check.

A focus by some retailers on kitchen cabinets in January is expected to increase sales for some cabinet manufacturers, which will telegraph back to producers. Moulding manufacturers sold good volumes and purchased MDF from mills accordingly. Sales to flooring manufacturers were modest.

Oriented Strand Board

"A little life to it."

After last week's pricing tumble, buyers came to the market to pick up moderate volumes of OSB prior to the holidays. From last Friday, price levels picked up in all regions between \$5-15 as participation increased enough to cover needs and build a little inventory into January.

"It had a little life to it," a distributor said. "We cleaned up through the end of this month and into January."

Where mills accepted counters last week, levels firmed and increased into midweek and on through Friday. "Mills are bullish," said a source. While takeaway did not pick up appreciably at the retail end, buyers in the supply chain felt the bottom numbers disappearing into the past and secured wood. By the end of the week, action slowed as everyone got into "holiday mode."

Limited volumes were left for the week of Dec. 29, and most order files are into the weeks of Jan. 5 and 12. Market conditions, said one contact, "are a good indicator of how low inventories are. No one wants to get caught short but they aren't buying big volumes."

The sense is that all players are comfortable with the market. Still no urgency, just a unified movement among buys to put wood on the ground.

Canadian Softwood Plywood and Douglas Fir Plywood

"Christmas break has begun."

The price run-up last week in plywood hit its level and stayed there, and remains unchanged today. There is a

universal sentiment that established levels are where they need to be and have staying power. Market activity is slowing into the holiday doldrums, but activity was still reported good for the time of year.

"Most buyers are set and the Christmas break has begun," a source said. "I don't see anything changing next week as very few will be working." Though a few deals were cut below *Crow's* net, everyone agrees the market is strong and flat.

Order files run to the weeks of Jan. 12, 19, and 26, though the occasional load is available sooner. Brisk business is still the order of the day at the retail level.

A mill source said, "People aren't balking at the numbers and all is in good shape going into the new year." Some buyers are looking for quick shipments, still, and business for off-grades was good this week.

A distributor said, "There is still good inquiry for January. Despite the seasonal slowdown, we are all in very nice shape."

Mild weather was also noted as a positive market factor throughout most of Canada.

CROW'S WEEKLY MARKET REPORT

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CROW'S WEEKLY MARKET REPORT - PANEL PRODUCTS

Sheathing OSB, Plywood & Panels

Prices are net F.O.B. mill to wholesalers unless otherwise noted.
Prices indicate mixed car loadings.
Prices per thousand square feet, U.S. dollars unless noted.

OSB	T&G						
	1/4"	3/8"	7/16"	15/32"	1/2"	19/32"	23/32"
N. Central	185	210	210	226	236	295	360
Mid Atlantic	178	188	188	208	219	300	320
Southeast	163	172	180	202	213	290	340
Southwest	185	190	193	208	220	295	345
E. Canada	180	185	185	205	215	270	295
W. Canada	150	170	170	190	205	285	335

OSB CANADA	(Canadian Funds)				T&G	
	3/8"	7/16"	15/32"	1/2"	19/32"	23/32"
Vancouver BC	230	230	250	270	370	440
Edmonton	210	210	230	250	330	410
Calgary	216	216	236	256	339	419
Saskatchewan	207	207	227	247	324	404
Manitoba	214	214	234	254	339	419
Toronto	230	235	255	275	340	430
Montreal	232	237	257	277	344	434
Atlantic	250	255	281	301	370	460

DELIVERED							
Seattle	—	225	225	245	257	345	425
Portland	—	228	228	248	260	350	430
Sacramento	—	226	231	251	269	330	415
Los Angeles	—	230	235	255	273	336	421
Phoenix	—	230	235	255	273	336	421
Salt Lake City	—	235	240	255	265	343	436
Denver	—	235	240	255	265	343	436

PARTICLEBOARD	Western		Southern Pine		
	Coast	Inland	SW	S Ctrl	SE
Industrial					
3/8"	240	245	275	280	285
1/2"	260	270	300	305	310
5/8"	295	325	355	360	370
11/16"	325	340	375	380	390
3/4"	340	365	395	400	410
1-1/8"	545	560	565	585	590
Underlayment			MDF	West	East
	Mill	Chicago			
3/8"	235	285	3/8"	390	375
1/2"	255	315	1/2"	445	445
5/8"	295	355	5/8"	540	540
11/16"	—	—	3/4"	615	605
3/4"	340	405			
1-1/8"	—	—			

CANADIAN SHEATHING	(Canadian Funds)						
	CSP	Vanc	Cal/Edm	Regina	Winn	Tor	Mont Mari
9.5mm-3/8"	427	437	447	455	457	460	473
12.5mm-1/2"	569	582	596	606	609	613	630
15.5mm-5/8"	711	729	745	759	762	767	789
18.5mm-3/4"	853	873	894	910	914	920	946
25.5mm-1"	1291	1317	1345	1365	1371	1379	1413
Select Add \$40							
DFP	Vanc	Cal/Edm	Regina	Winn	Tor	Mont	Mari
9.5mm-3/8"	431	441	451	460	462	465	478
12.5mm-1/2"	575	588	602	612	615	619	636
15.5mm-5/8"	718	736	752	766	769	774	796
18.5mm-3/4"	862	882	903	919	923	929	955
25.5mm-1"	1304	1330	1358	1379	1385	1393	1427
Select Add \$60							
T&G Add \$20							

SHEATHING	FIR				
	CDX	Cert	Struc 1	CCX	CCPTS
3/8"	345	295	360	385	545
1/2" 3 Ply	415	300	—	—	—
1/2" 4 Ply	420	305	—	—	—
1/2" 5 Ply	455	310	490	505	685
5/8" 4 Ply	530	310	—	—	—
5/8" 5 Ply	555	330	575	600	720
3/4" 5 Ply	635	410	660	675	800

PINE	West	Mill	Ctrl	Mill	East	Mill
	CD	Cert	CD	Cert	CD	Cert
3/8"	375	285	362	280	350	300
15/32" 3 Ply	445	295	445	300	480	325
15/32" 4 Ply	450	305	455	310	485	345
19/32"	485	315	505	320	530	330
23/32"	592	415	605	430	635	465

SANDED	Group 1			
	AC	BC	AB	AA
14"	705	625	775	790
11/32"	715	655	800	815
15/32"	790	775	900	915
19/32"	865	830	940	960
23/32"	925	880	1050	1055

PINE	AC		BC	
	West	East	West	East
14"	510	540	500	500
11/32"	530	530	520	480
15/32"	630	630	615	580
19/32"	725	725	710	685
23/32"	840	850	830	800

SIDING	Western			Southern Pine	
	8'	9'	10'	West	East
6 Patch	11/32"	700	1200	1220	
	19/32"	910	1415	1445	
	19/32" RBB	965	1455	1485	
18 Patch	11/32"	605	930	980	
	19/32"	870	1205	1235	
	19/32" RBB	920	1255	1280	
	11/32"	540	585		
	19/32"	795	860		
	19/32" RBB	805	860		

UNDERLAYMENT	West			
	SW	S Ctrl	SE	
19/32"	655	720	725	710
23/32"	740	830	825	820
1-1/8"	1115	1195	—	—

CONCRETE FORM	5/8"		3/4"	
	West	19/32"	23/32"	
	1100	1260		
	810	1015		
	800	1000		

FIR VENEER	CD 8"				CD		
	75%	54"	27"	RW	FT	AB	AB
1/0"	52	59.5	44	22.5	16	102.5	92.5
1/8"	—	75	53.5	28	20	—	—
1/8" Douglas Fir	—	99	82.5	45.5	32	—	—
1/8" White Woods	—	64.25	52.5	35	20.5	—	—

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

3) Upon expiration of the contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: Kenneth Miller Title: President

Signature: Kenneth Miller Date: 1/7/15

Business Entity Name: Penn Forest Products

Vendor - Penn Forest Products Inc

- Company Info
- Additional Addresses
- Classifications/Licenses
- Other Business Info
- Category/Description
- Comments
- Emergency Operations

Classifications

City of Long Beach Small Business Certified
 California Certified Small Business
 Certified Federal Small Business
 Disadvantage Business Enterprise
 HUD Section 3 Business
 Minority Business Enterprise
 VSBE (MicroBusiness)
 Women Business Enterprise
 Local

Ref # 190135 exp. 01/14/17

OSDS Ref exp.

Contractor Licenses

Licenses (none)

License #	Exp. Date	Verify

Residency and License Information

Send Password

Report

Edit

Done