

#11  
12.18.18

**RECOMMENDATION APPROVED;  
RESOLUTION 18-8406 (CONTRACT 39866) ADOPTED  
BY THE BOARD OF HARBOR COMMISSIONERS**



**THE PORT  
OF LOS ANGELES**  
Executive Director's  
Report to the

Board of Harbor Commissioners

DECEMBER 18, 2018

*Amber M. Klesges*  
**AMBER M. KLESGES**  
Board Secretary

**DATE: DECEMBER 4, 2018**

**FROM: PORT PILOTS**

**SUBJECT: RESOLUTION NO. 18-8406 - AWARD OF CONTRACT NO. 39866  
BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT  
AND VIGOR KVICHAK LLC FOR THE DESIGN, CONSTRUCTION AND  
DELIVERY OF TWO NEW PILOT BOATS**

**SUMMARY:**

Staff requests approval of Contract No. 39866 (Contract) with Vigor Kvichak LLC, Seattle, Washington to design, construct and deliver, to the City of Los Angeles Harbor Department, two new pilot boats to be used for safely transporting Port Pilots to and from vessels calling at the Port of Los Angeles.

The total contract amount is \$6,348,040.22 including applicable taxes. The term of the contract will be for eighteen months from the date of award.

Expenditures under the proposed Contract are the financial responsibility of the Harbor Department.

**RECOMMENDATION:**

It is recommended that the Board of Harbor Commissioners:

1. Find that the Director of Environmental Management has determined that the proposed activity is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II Class 2(f) of the Los Angeles City CEQA Guidelines;
2. Find that in accordance with the Los Angeles City Charter Section 1022, it is more feasible for outside contractors to perform this work than City employees;
3. Approve the Contract with Vigor Kvichak LLC for a duration of eighteen months in the amount of \$6,348,040.22;

**AWARD OF CONTRACT TO: VIGOR KVICHAK LLC**

4. Authorize the Executive Director to execute and the Board Secretary to attest to the said Contract for and on behalf of the Board; and
5. Adopt Resolution No. 18-8406

**DISCUSSION:**

Background/Context – The Port Pilots are responsible for the safe and continuous movement of vessels at the Port of Los Angeles where they perform an average of 3,600 pilot assisted moves yearly. Port Pilots rely upon the pilot boats to safely transport them, in all weather and sea conditions, to and from vessels arriving and departing from the Port of Los Angeles 24 hours a day, 365 days a year.

The existing pilot boats are 23 years old and suffering from long-lived age, deterioration and the inability to obtain necessary replacement parts due to their discontinuation and/or obsolescence by the original equipment manufacturers. Both of the current pilot boats are approaching the end of their estimated 25-year life expectancy at which time they will need major repairs that will cost, a minimum combined total of \$2.2 million. These major repairs will be baseline repairs that are needed to keep the pilot boats operational. The figure does not include the repair and replacement of aging auxiliary equipment and systems found in the boats. Currently annual maintenance and repair costs are averaging close to \$100,000 per boat and increasing rapidly.

Selection Process – In anticipation of the end of life of the current pilot boats, on March 7, 2018 the Port Pilot Division requested funds from the Project Development Committee (PDC) for the design, construction and delivery of two new pilot boats. The PDC approved the expenditure of Capital Funds in the amount of \$7,140,000 for the project; \$7,000,000 for the design, construction and delivery of the two boats and \$140,000 for expenses related to oversight of the project by Pilot Service personnel (Capital Project Number 2549600).

A purchase requisition, for two new pilot boats was submitted to Contracts & Purchasing on June 30, 2018. (Purchase. Req.# Y-19-004, ERP# 48359) On August 10, 2018, the Contracts & Purchasing Division released a Request for Bid (RFB), # F-1026, seeking a qualified marine shipyard/boat builder with proven experience in pilot boat design and construction to design, construct, and deliver two new pilot boats to the Port of Los Angeles.

The bid closed on October 19, 2018. The Port Pilot Division received two bids from interested firms. Members of the Pilot Service staff evaluated the bid proposals with input from the Construction and Maintenance Division.

**AWARD OF CONTRACT TO: VIGOR KVICHAK LLC**

Submittal No. 1, the low bidder, was non-responsive, due to their inability to obtain a Performance Bond as required in the RFB.

Based upon Submittal No. 1 being non-responsive, Submittal No. 2, from Vigor Kvichak LLC, was selected for the contract award.

**ENVIRONMENTAL ASSESSMENT:**

The proposed action is the approval of a Contract with Vigor Kvichak LLC for the design, construction and delivery of two new pilot boats, which is an administrative activity. Therefore, the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of CEQA in accordance with Article II Section 2(f) of the Los Angeles City CEQA Guidelines.

**FINANCIAL IMPACT:**

Approval of the Contract authorizes the design, construction and delivery of two new pilot boats, in the amount of \$6,348,040.22 including applicable taxes. Capital funds for the project have been budgeted within Project Number 2549600, Center 1104, Program 000, and Account No. 59994. The expected expenditure of the contract funds for each fiscal year is:

Fiscal Year	Amount
2018/2019	\$871,322.00
2019/2020	\$3,491,421.74
2020/2021	\$1,985,296.48
Total	\$6,348,040.22

As part of the FY 2018/19 budget adoption process, \$916,659 was programmed within Work Order #: 2549600. Future year funds will be requested to be budgeted through the Harbor Department's annual budgeting process, upon Board approval.

The routine annual combined maintenance costs for both vessels is expected to be \$28,000 annually.

**CITY ATTORNEY:**

The Office of the City Attorney has reviewed and approved the Contract as to form and legality.

DATE: DECEMBER 4, 2018

PAGE 4 of 4

AWARD OF CONTRACT TO: VIGOR KVICHAK LLC

TRANSMITTALS:

1. Recap of Bid # F-1026
2. F-1026, Bid Transmittal
3. Contract No. 39866

FIS Approval:   
CA Approval: 



DAVID C. FLINN  
Chief Port Pilot



THOMAS E. GAZSI  
Chief of Public Safety and  
Emergency Management

APPROVED:



EUGENE D. SEROKA  
Executive Director

DCF/DCF

DATE: 10/23/18	<b>RECAP</b>	DEPT: ENG
BUYER: J Benitez		REQ. NO.: Y-19-004(48359)

ITEM DESCRIPTION TWO PILOT BOATS

Bid No.: F-1026; bid opened: 10/19/18, 2 p.m.

VENDOR: <b>Gladding Hearn Shipbldg</b>	VENDO <b>Vigor</b>
VENDOR NO. [REDACTED]	VENDOR NO.
ADDRESS: Somerset, MA 02726	ADDRESS: Seattle, WA
FAX: 508-672-1873	FAX: 206-545-3504
PHONE 508-676-8596	PHONE 206-545-8485
<a href="mailto:peterd@gladding-hearn.com">peterd@gladding-hearn.com</a>	<a href="mailto:art.parker@vigor.net">art.parker@vigor.net</a>
TERMS: N/30	TERMS: N/30
Leadtime: 540 DAYS A.R.O.	Leadtime: 528 days A.R.O.
DELIVERY DATE:	DELIVERY DA
DEL CHARGE:	DEL. CHARGE
F O B: dest	F O B.: dest
S.L.B. n	S.L.B. no
Local Bus Pref(8%) no	

ITE	QTY	ITEM	UNIT PRICE	Ext Price	ITEM	UNIT PRICE	Ext Price
		Payment due upon signing Agreement - as per specification "Port Pilot Boat Vessels 8/8/18", revision 3".					
1	1	<b>Both vessels</b>	\$ 557,500.00	\$ 557,500.00	1	\$ 579,730.00	\$ 579,730.00
		Payment due upon aluminum delivery - as per specification "Port Pilot Boat Vessels 8/8/18, revision 3".					
2	1	<b>VESSEL #1</b>	\$ 418,125.00	\$ 418,125.00	2	\$ 724,662.00	\$ 724,662.00
		Payment due upon aluminum delivery - as per specification "Port Pilot Boat Vessels 8/8/18, revision 3".					
2a	1	<b>VESSEL #2</b>	\$ 418,125.00	\$ 418,125.00	3	\$ 724,662.00	\$ 724,662.00
		Payment due upon fabrication of hull and superstructure , as per specification "Port Pilot Boat Vessels 8/8/18", revision 3".					
3	1	<b>VESSEL #1</b>	\$ 836,250.00	\$ 836,250.00	4	\$ 724,662.00	\$ 724,662.00
		Payment due upon fabrication of hull and superstructure , as per specification "Port Pilot Boat Vessels 8/8/18", revision 3".					
3a	1	<b>VESSEL #2</b>	\$ 836,250.00	\$ 836,250.00	5	\$ 724,662.00	\$ 724,662.00
		Payment due upon delivery of Main Engines and Auxiliaries as per specification "Port Pilot Boat Vessels 8/8/18", revision 3					
4	1	<b>VESSEL #1</b>	\$ 418,125.00	\$ 418,125.00	6	\$ 289,865.00	\$ 289,865.00
		Payment due upon delivery of Main Engines and Auxiliaries as per specification "Port Pilot Boat Vessels 8/8/18", revision 3					
4a	1	<b>VESSEL #2</b>	\$ 418,125.00	\$ 418,125.00	7	\$ 289,865.00	\$ 289,865.00
		Payment due upon Installation of Main Engines, Auxiliaries and Support systems as per specification "Port Pilot Boat Vessels 8/8/18, revision 3 <b>VESSEL #1</b>					
5	1	<b>VESSEL #1</b>	\$ 418,125.00	\$ 418,125.00	8	\$ 289,865.00	\$ 289,865.00

5a	1	Payment due upon installation of Main Engines, Auxiliaries and Support systems as per specification "Port Pilot Boat Vessels 8/8/18, revision 3 VESSEL #2	\$ 418,125.00	\$ 418,125.00	9	\$ 289,865.00	\$ 289,865.00
6	1	Payment due upon launch and completion of Sea and Dock trials as per specification "Port Pilot Boat Vessels 8/8/18", revision 3 VESSEL #1	\$ 278,750.00	\$ 278,750.00	10	\$ 434,797.00	\$ 434,797.00
6a	1	Payment due upon launch and completion of Sea and Dock trials as per specification "Port Pilot Boat Vessels 8/8/18", revision 3 VESSEL #2	\$ 278,750.00	\$ 278,750.00	11	\$ 434,797.00	\$ 434,797.00
7	1	Final payment due upon delivery and acceptance at purchasers facility as per specification "Port Pilot Boat Vessels 8/8/18", revision 3. BOTH VESSELS	\$ 278,750.00	\$ 278,750.00	12	\$ 289,865.00	\$ 289,865.00
		Subtotal		\$ 5,575,000.00	TOTAL		\$ 5,797,297.00
		DISCOUNT		\$ -	DISCOUNT		\$ -
		SLB Discount		\$ -	SLB Discount		
		Local Bus Pref(8%)					
		<b>TOTAL</b>		<b>\$ 5,575,000.00</b>	<b>TOTAL</b>		<b>\$ 5,797,297.00</b>
		Tax @ 9.50%		\$ 529,625.00			\$ 550,743.22
		Total w/ Tax		\$ 6,104,625.00			\$ 6,348,040.22
Comments:				1			2
AWARDED TO:		VENDOR #		P. O. #	ITEMS		
					7		

CITY OF LOS ANGELES  
HARBOR DEPARTMENT - PURCHASING DIVISION

BID TRANSMITTAL

TO: Port Pilots – C. Flinn DATE: November 6, 2018

PURCHASE REQUISITION NO: Y-19-004(48359) BID NO: F-1026

DESCRIPTION: Two (2) Pilot Boats

Attached for your review are the bids and price summary related to the above, described item. Your approval signature is required to proceed with the procurement process. A recommendation for award must be made to the lowest bidder that is in compliance with all specifications. If you are recommending an award away from the lowest bidder, please identify the alternate bidder and include a justification below.

LOWEST BIDDER: "Gladding Hearn Shipbuilding" (Total \$ 6,104,625.00) – (incl. tax)

ALTERNATE RECOMMENDATION:

Vigor Kvichak LLC

JUSTIFICATION:

The City Attorney has deemed Gladding Hearn Shipbuilding non-responsive due to the lack of a Performance Bond as required by the RFB. As such, the award to Gladding Hearn Shipbuilding was not approved.

Approval:  Date: 11/06/18 Phone: 3533  
(signature)

**Purchasing this item is delayed until this form is signed and returned to Purchasing staff.** If this purchase is over \$150,000 a draft board report must accompany this form.

***What happens after Purchasing receives my signed Bid Transmittal?***

If purchase is less than \$100K; a PO will be drafted and award made as recommended.

If purchase is between \$100K-\$150K; winning bid is forwarded to City Attorney for review and then forwarded to Senior Manager for signature.

If purchase is more than \$150K; winning bid and draft board report is forwarded to City Attorney for review. Award cannot be initiated until after the Board approves the purchase. It is the end-user's responsibility to notify Purchasing that an item is approved by the Board.

If you have any questions regarding this bid, please contact Juan Benitez at extension 3896.

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

BID NO. F-1026 Page 1  
Show this number on envelope

Contract No. 39866

1. COMPLETE CONTRACT

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

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

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

3. AMOUNT TO BE PAID

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

4. CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

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

5. DECLARATION OF NON-COLLUSION

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

6. LEGAL JUSTIFICATION

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

EXECUTED AT: Portland, OR ON THE 7th DAY OF November, 2018  
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Vigor Kvichak LLC  
Phone 206-545-8485 Fax 206-545-3504  
Address 469 NW Bowdoin PL SEATTLE WA 98107  
Street City State Zip  
Signature [Signature] Printed Name Vicki Ballou Printed Title SECRETARY  
[Signature] Printed Name JOSHUA PRUZEK Printed Title VP - MARINE



(AFFIX CORPORATE SEAL HERE)

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

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

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

County of <u>Multnomah</u> State of <u>OREGON</u> S.S. Subscribed and sworn this date <u>November 7</u> , 201 <u>8</u> <u>[Signature]</u> <b>OFFICIAL STAMP</b> <b>SUSAN ZIMMERMAN-PANTER</b> <b>NOTARY PUBLIC-OREGON</b> <b>COMMISSION NO. 954214</b> <b>MY COMMISSION EXPIRES SEPTEMBER 18, 2020</b>	In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below. <u>[Signature]</u> Executive Director Harbor Department <u>January 23, 2019</u> Date	Approved as to form and legality <u>November 13</u> , 201 <u>8</u> City Attorney BY <u>[Signature]</u> Deputy <u>Houterman</u>
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AME VEGE, 19th St A 12319

## FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-1026**

<p style="text-align: center;"><b>SUBMIT BID TO :</b> Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744</p> <p style="text-align: center;"><b>OFFICE HOURS:</b> 7:30 a.m. – 4:30 p.m. Monday through Friday (excluding Holidays)</p>	<p><b>BID DUE BEFORE</b> <b>2:00 P.M.</b> <b>September 28, 2018</b></p> <p><b>BIDS WILL BE PUBLICLY OPENED</b></p>
<p><b>Buyer: Juan Benitez, Procurement Supervisor      (310) 732-3896</b> <b>Email: jbenitez@portla.org</b></p>	

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

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
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**BIDS** are requested for the one-time purchase of the Los Angeles Harbor Department requirements for: **TWO (2) PILOT BOATS** to be furnished and delivered as may be upon the execution of the contract subject to the approval of the Executive Director.

)PRICE TO INCLUDE ALL DELIVERY CHARGES AND FEES EXCLUDING SALES TAX.

Unit Price

- |   |   |
|---|---|
| <p>1. 1 LOT<br/><b><u>Payment due upon signing Agreement -</u></b> as per specification<br/>"Port Pilot Boat Vessels 8/8/18", revision 3".</p>                      | <p>Each \$ <u>SEE ATTACHED PROGRESS</u><br/><u>PAYMENT SCHEDULE</u></p> |
| <p>2. 1 LOT<br/><b><u>Payment due upon aluminum delivery -</u></b> as per specification<br/>"Port Pilot Boat Vessels 8/8/18, revision 3".</p>                       | <p>Each \$ <u>SEE ATTACHED PROGRESS</u><br/><u>PAYMENT SCHEDULE</u></p> |
| <p>3. 1 LOT<br/><b><u>Payment due upon fabrication of hull and superstructure ,</u></b><br/>as per specification "Port Pilot Boat Vessels 8/8/18", revision 3".</p> | <p>Each \$ <u>SEE ATTACHED PROGRESS</u><br/><u>PAYMENT SCHEDULE</u></p> |

Q. NO.: Y-19-004(48359) NOTIFY: C. Flinn  PAGE 2	STATE TIME OF DELIVERY: 528 _____ DAYS AFTER RECEIPT OF ORDER TERMS: _____ 0 % DISCOUNT FOR PAYMENT WITHIN _____ DAYS. BIDDER MUST SIGN THIS BID ON PAGE 1
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## FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NO. F-1026**

(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: THURSDAY, September 28, 2018**

4. 1 LOT Each \$ SEE ATTACHED PROGRESS  
Payment due upon delivery of Main Engines and Auxiliaries  
as per specification "Port Pilot Boat Vessels 8/8/18", revision 3".  
PAYMENT SCHEDULE
5. 1 LOT Each \$ SEE ATTACHED PROGRESS  
Payment due upon installation of Main Engines, Auxiliaries and Support systems as per  
specification "Port Pilot Boat Vessels 8/8/18, revision 3".  
PAYMENT SCHEDULE
6. 1 LOT Each \$ SEE ATTACHED PROGRESS  
Payment due upon launch and completion of Sea and Dock trials  
as per specification "Port Pilot Boat Vessels 8/8/18", revision 3".  
PAYMENT SCHEDULE
7. 1 LOT Each \$ SEE ATTACHED PROGRESS  
Final payment due upon delivery and acceptance at purchasers facility  
as per specification "Port Pilot Boat Vessels 8/8/18", revision 3".  
PAYMENT SCHEDULE

vendor shall provide details of the estimated production schedule and timeline showing the ability to complete the construction within the Port of Los Angeles' timeline.

### **BIDDER'S INSTRUCTIONS**

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

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

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

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

**FORMAL REQUEST FOR BID**

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NO. F-1026**  
(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: THURSDAY, September 28, 2018**

**BID SUBMITTAL TIMELINESS**

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

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

**SUPPLIER CONTACT INFORMATION:**

Contact Person: Art Parker  
Title: Sales Manager  
Telephone No.: 206-697-8147  
Fax No.: 206-545-8485  
Mail Address: art.parker@vigor.net  
24 Hour Contact No.: 206-697-8147

**CONTRACTUAL TERMS SECTION**

**ADDITIONAL QUANTITIES.** The Harbor Department desires the option to purchase additional quantities of above item(s) at the same prices, terms and conditions, providing that the total of any of the additional quantities does not exceed the total for that item, and providing that the Harbor Department exercise the option before(specify date): 04/01/2019

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

**WARRANTY.**

Terms of warranty on equipment offered as per specification "Port Pilot Boat Vessels 8/8/18", revision 3".

**AUTHORIZED DISTRIBUTOR/DEALER:**

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

Yes: *AP* No: \_\_\_\_\_

## FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NO. F-1026**

(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: THURSDAY, September 28, 2018**

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

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

### **PRE-AWARD CONFERENCE.**

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

**POST-AWARD MEETINGS.** After notification of award, the successful bidder may be required to attend periodic meetings with the Construction & Maintenance Division. The intent of the meeting is to discuss any pre-construction requirements, status updates, or other project related issues.

**PERFORMANCE BOND.** Successful bidder will be required to post a Faithful Performance Bond in the amount of \$TOTAL QUOTED CONTRACT PRICE(EXCLUDING TAXES). Bond required shall be furnished when requested by the Purchasing Officer and shall be furnished at contractor's expense within seven(7) calendar days. Bonds shall be placed with insurance carriers which are rated VII, A- or better in Best's Insurance Guide. If a Best's Insurance Guide rating is not available, then the proposed carrier must meet comparable standards in another rating service satisfactory to the City.

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

## **MATERIAL, EQUIPMENT, SERVICE**

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

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

## FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1026

(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: THURSDAY, September 28, 2018**

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

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

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

**PAINT/ARCHITECTURAL COATINGS.** All paint/architectural coatings furnished to the City of Los Angeles Harbor Department must comply with all current requirements of the South Coast Air Quality Management District Rule 1113. Vendor certifies that the product offered complies with all requirements.

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

**SAFETY APPROVAL.** Electrical items listed herein shall have UNDERWRITER'S LABORATORY OR LOS ANGELES CITY ELECTRICAL TESTING LABORATORY approval and meet all current OSHA and CAL-OSHA requirements, where applicable.

**PRINTED LITERATURE.** Terms, conditions, and deviations from specifications contained within printed material/literature will not be accepted. Each deviation from the specifications must be stated in a letter, attached to the bidders submittal.

**FAMILIARITY WITH PLANS AND SPECIFICATIONS.** It shall be the responsibility of the Contractor to be thoroughly familiar with all details of the Project, including the work of the Contractor's forces and all Subcontractors. The Contractor shall call the following to the attention of City of Los Angeles Harbor Department Representative in writing within twenty-four (24) hours of discovery, before any Work is performed:

- 1) Errors and omissions in the Plans and Specifications, including, but not limited to, code violations, typographical errors and notational errors where ambiguity or inadequate description exists;
- 2) Work on the Plans or in the Specifications which, if so constructed, would result in a conflict of interference with other Work or the Work of other trades, including the location of fixtures and equipment;

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Failure to notify shall constitute a waiver by the Contractor of any claim for delay or other damages occasioned by such defect. If the Contractor proceeds with the Work without instructions from the City of Los Angeles Harbor Department Representative, the incorrect Work shall be removed and corrections made to comply with the City of Los Angeles Harbor Department Representative's instructions, at no cost to the City.

**ACCURACY OF PLANS AND SPECIFICATIONS.** Omissions from the Plans and Specifications shall not relieve the Contractor from the responsibility of furnishing, making, or installing all items required by law or usually furnished, made, or installed in a project of the scope and character indicated by the Plans and Specifications.

The Plans show conditions as they are supposed or believed by the City of Los Angeles Harbor Department Project Manager (PM) to exist, but it is not intended or to be inferred that the conditions as shown thereon constitute a representation or warranty, expressed or implied, by the City or its officers, that such conditions are actually existent, nor shall the City, or any of its officers, be liable for any loss sustained by the Contractor as a result of any variance between conditions as shown on the Plans, and the actual conditions revealed during progress of the Work or otherwise, except as indicated in "Differing Site Conditions" of these General Conditions.

**SCOPE.** The work to be performed under this Contract shall consist of furnishing all tools, equipment, materials, supplies and manufactured articles, all transportation, services, including fuel, power and water, and essential communications, and the performance of all labor, Work, required calculations testing, inspections or operations, or operations required for the fulfillment of the Contract, in strict accordance with the specifications, schedules, and Plans, all of which are made a part hereof, and including such detail sketches as may be furnished by the City of Los Angeles Harbor Department Project Manager (PM) from time to time during the construction in explanation of said Plans. The Work shall be complete and all material, and services incidentals, quality or not specifically called for quality and conditions noted, in the Specifications, or not shown on the Plans, which may be necessary for complete and proper construction to carry out the Contract in good faith and a satisfactory manner shall be performed, furnished, and installed by the Contractor at no increase in cost to the City.

**CONTRACTOR'S REPRESENTATIVE AT THE SITE.** A technically qualified and English-speaking project representative shall be designated in writing as the Contractor's Representative at the job site, who shall supervise the Work and shall provide competent supervision of the Work until its completion.

The City of Los Angeles Harbor Department Project Manager (PM) reserves the right to disapprove any candidate named as the Contractor's Representative or alternate who fails to meet the provisions set forth herein. The City of Los Angeles Harbor Department PM reserves the right to remove, without any right to work on the project, either the Contractor's Representative or alternate, who in the sole opinion of the City of Los Angeles Harbor Department PM, has demonstrated incompetence, lack of ability, or other unsuitability to perform supervision of the Work.

the Contractor's Representative or alternate leave the employ of the Contractor, the Contractor will be required to replace the individual(s) and fulfill the requirements of this Article within fifteen (15) calendar

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days. In no event shall any Work proceed in the absence of an approved representative.

All directions given by the City of Los Angeles Harbor Department PM to said representative or alternate shall be considered as having been given to the Contractor.

**WORKMANSHIP AND MATERIALS.** All materials, parts and equipment furnished by the Contractor for the Work shall be new, high grade and free from defects. Materials and work quality shall be subject to the City of Los Angeles Harbor Department Project Manager (PM) approval.

Failure of the City of Los Angeles Harbor Department PM to notify the Contractor of any non-conforming Work shall not constitute acceptance of any non-conforming Work. The Contractor's obligation to remove, replace or correct any non-conforming Work, whenever discovered, shall continue to the end of the guaranty-warranty period provided for in "Guaranty-Warranty" of the General Requirements. The City reserves and retains all rights and remedies at law against the Contractor and their Surety for correction of any and all latent defects discovered after the guaranty-warranty period.

Any delays or impacts arising on the Work as a result of construction, fabrication or delivery of non-conforming work or materials shall be at the Contractor's sole expense, with no time extension, additional reimbursement for extended overhead, or interest on monies due allowed.

Examination of covered Work may be ordered by the City of Los Angeles Harbor Department PM for any reason. The Work shall be uncovered by the Contractor and if such Work is found to be in accordance with the Contract Documents, the City will issue a Change Order authorizing payment for the cost of examination and replacement. If such Work is found to be not in conformance with the Contract Documents, the Contractor shall correct the non-conforming Work and the cost of examination and correction of the non-conforming Work shall be borne solely by the Contractor.

Failure of the Contractor to comply with the requirements of this Article shall constitute default of the Contract by the Contractor and the City may terminate the Contract as provided for in Termination of Contract by City (Contractor Default).

The City of Los Angeles Harbor Department PM shall be provided with three (3) copies of the Contractor's written Hazard Communication Program, Contractor provided MSDS, and all revisions and modifications thereto.

### **INSURANCE CLAUSE**

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Contractor undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of

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either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Contractor or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City.

### X. INSURANCE

A. In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Section IX, Contractor shall procure and maintain at its sole cost and expense and keep in force at all times during the term of this Agreement the following insurance:

#### (1) Marine General Liability Insurance

Marine general liability insurance covering bodily injury property damage, providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage, wharfinger's liability, terminal operator's liability, ship repairer's legal liability and sudden and accidental pollution liability written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Contractor's normal limits of liability but not less than Ten Million Dollars (\$10,000,000) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Contractor. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Contractor's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Each policy shall name the City of Los Angeles Harbor Department, its officers, agents and employees as additional insureds.

#### (2) Workers' Compensation and Employer's Liability

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

#### (3) Design Professional Liability Insurance

Contractor is required to provide Design Professional Liability insurance with respect to negligent or wrongful

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acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this Agreement. This insurance shall protect against claims arising from professional services of the insured, or by its employees, agents, or contractors, and include coverage (or no exclusion) for contractual liability.

Contractor certifies that it now has design professional liability insurance in the amount of Five Million Dollars (\$5,000,000), which covers work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following acceptance of the completed project by Board.

#### (4) Ocean Marine Liability

Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with Contractor's operations. The cost of the insurance shall be borne by Contractor. The Contractor shall provide coverage for the vessel(s) after vessel(s) is launched, during sea trials, and during operation of the vessel(s) for the purpose of delivering the vessel(s) to the Port of Los Angeles. Coverage shall include, but not be limited to:

- (i) Hull and machinery coverage up to the value of the vessel(s);
- (ii) Protection and Indemnity coverage with combined single limits of Five Million Dollars (\$5,000,000) per occurrence for bodily injury, illness, death, loss of or damage to the property of another, and Jones Act risks or equivalent thereto internationally. This coverage shall include masters and members of the crew and any passengers on board the vessel(s).

Coverage shall contain a defense of suits provision and a severability of interest clause.

#### (5) Builder's Risk

Contractor shall, at the Contractor's own expense, provide 'all risk' builder's risk insurance covering loss, damage or destruction of property, including material in transit and stored on and off site, satisfactory to the City, in an amount at least equal to the value of the construction cost of each vessel and materials on hand. This insurance shall be in force during all sea trials and testing of the vessels. Contractor shall have policy in place upon commencement of actual physical construction and keep such policy in force until the Work is completed and accepted by the Executive Director or his designee.

#### B. Insurance Procured by Contractor on Behalf of City

In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Section IX, and where Contractor is required to name the City of Los Angeles Harbor Department, its officers, agents and employees as additional insureds on any insurance policy required by this Agreement, Contractor shall cause City to be named as an additional insured on all policies it procures in connection with this Section X. Contractor shall cause such additional insured status to be reflected in the original policy or by additional insured endorsement (CG 2010 or equivalent) substantially as follows:

"Notwithstanding any inconsistent statement in the policy to which this endorsement is attached, or any endorsement or certificate now or hereafter attached hereto, it is agreed that City, Board, their officers, agents and

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employees, are additional insureds hereunder, and that coverage is provided for all contractual obligations, operations, uses, occupations, acts and activities of the insured under this Agreement, and under any amendments, modifications, extensions or renewals of said Agreement regardless of where such contractual obligations, operations, uses, occupations, acts and activities occur.

"The policy to which this endorsement is attached shall provide a 10-days' notice of cancellation for nonpayment of premium, and a 30-days' notice of cancellation for any other reasons to the Risk Manager.

"The coverage provided by the policy to which this endorsement is attached is primary coverage and any other insurance carried by City is excess coverage;

"In the event of one of the named insured's incurring liability to any other of the named insureds, this policy shall provide protection for each named insured against whom claim is or may be made, including claims by other named insureds, in the same manner as if separate policies had been issued to each named insured. Nothing contained herein shall operate to increase the company's limit of liability; and

"Notice of occurrences or claims under the policy shall be made to the Risk Manager of City's Harbor Department with copies to the City Attorney's Office."

### C. Required Features of Coverages

Insurance procured by Contractor in connection with this Section X shall include the following features:

#### (1) Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Contractor's insurance documents. Contractor's insurance broker or agent shall register with the City's online insurance compliance system **KWIKCOMPLY** at <https://kwikcomply.org/> and submit the appropriate proof of insurance on Contractor's behalf.

Upon request by City, Contractor shall furnish full copies of certified policies of any insurance policy required herein. This obligation is intended to, and shall, survive the expiration or earlier termination of this Agreement.

#### (2) Carrier Requirements

All insurance which Contractor is required to provide pursuant to this Agreement shall be placed with insurance carriers authorized to do business in the State of California and which are rated A-, VII or better in Best's Insurance Guide. Carriers without a Best's rating shall meet comparable standards in another rating service acceptable to City.

#### (3) Notice of Cancellation

Each insurance policy described above shall provide that it shall not be canceled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of City have each been given a 10-days' notice of cancellation for nonpayment of premium and a 30-days' notice of cancellation for any other reason by written notice by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

#### (4) Modification of Coverage

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Executive Director, at his or her sole reasonable discretion, based upon recommendation of independent insurance consultants to City, may increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving ninety (90) days' prior written notice to Contractor.

### (5) Renewal of Policies

At least thirty (30) days prior to the expiration of any policy required by this Agreement, Contractor shall renew or extend such policy in accordance with the requirements of this Agreement and direct their insurance broker or agent to submit to the City's online insurance compliance system **Track4LA**™ at <http://track4la.lacity.org/> a renewal endorsement or renewal certificate or, if new insurance has been obtained, evidence of insurance as specified above. If Contractor neglects or fails to secure or maintain the insurance required above, Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect City's interests. The cost of such insurance shall be deducted from the next payment due Contractor.

### (6) Limits of Coverage

If Contractor maintains higher limits than the minimums required by this Agreement, City requires and shall be entitled to coverage for the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

### D. Right to Self-Insure

Upon written approval by the Executive Director or his designee, Contractor may self-insure if the following conditions are met:

1. Contractor has a formal self-insurance program in place prior to execution of this Agreement. If a corporation, Contractor must have a formal resolution of its board of directors authorizing self-insurance.
2. Contractor agrees to protect the City, its boards, officers, agents and employees at the same level as would be provided by full insurance with respect to types of coverage and minimum limits of liability required by this Agreement.
3. Contractor agrees to defend the City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.
4. Contractor agrees that any insurance carried by Department is excess of Contractor's self-insurance and will not contribute to it.
5. Contractor provides the name and address of its claims administrator.
6. Contractor submits its most recently filed 10-Q and its 10-K or audited annual financial statements for the three most recent fiscal years prior to Executive Director's consideration of approval of self-insurance and annually thereafter.

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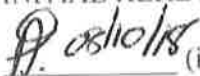
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7. Contractor agrees to inform Department in writing immediately of any change in its status or policy which would materially affect the protection afforded Department by this self-insurance.
8. Contractor has complied with all laws pertaining to self-insurance.

### E. Accident Reports

Contractor shall report in writing to Executive Director within fifteen (15) calendar days after it, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Five Thousand Dollars (\$5,000.00) to property, occurring upon the premises, or elsewhere within the Port of Los Angeles if Contractor's officers, agents or employees are involved in such an accident or occurrence. Such report shall contain to the extent available (1) the name and address of the persons involved, (2) a general statement as to the nature and extent of injury or damage, (3) the date and hour of occurrence, (4) the names and addresses of known witnesses, and (5) such other information as may be known to Contractor, its officers or managing agents.

INITIAL HERE ACKNOWLEDGING INSURANCE REQUIREMENTS:

 (initial)

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

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

**SAFETY AND HEALTH REQUIREMENTS.** All equipment, materials, procedures and services furnished and/or used by the Contractor shall comply with applicable current requirements of OSHA and CAL-OSHA. Contractor agrees to indemnify and hold harmless Los Angeles City, The Harbor Department, and agents, officers and employees thereof, for all damages assessed against them as a result of Contractor's failure to comply with said safety and health requirements.

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

A copy of the BMP Handbooks for 1) Construction 2) Industrial/Commercial and 3) Municipal Activities are available for review in the office of the Director of Environmental Management, 222 W. Sixth Street, 9<sup>th</sup> Floor, Topaz Building, San Pedro, California 90731.

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

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

**CARE & CUSTODY.** The contractor accepts full responsibility for the security against loss or damage to the equipment involved while in his\her possession or the possession of any of his\her agents. Contractor shall reimburse the Harbor Department for any loss or damage to Harbor Department equipment in his\her possession or the possession of any of his\her agent's.

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

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

Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the CONTRACTOR'S Bid.

Failure of the CONTRACTOR to comply with the City of Los Angeles Harbor Department Project Manager (PM) cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.

### **DELIVERY**

#### **DELIVERY.**

Terms of delivery on equipment offered as per specification "Port Pilot Boat Vessels 8/8/18", revision 3".

**DELIVERY POINT.** Prices to include all delivery charges, F.O.B. the Harbor Department, Berth 161.

**NOTIFICATION.** The vendor shall notify the Los Angeles Harbor Department Port Pilot Division, Craig Flinn, 310-732- 3805 not less than three (3) days in advance that the equipment is ready for delivery.

#### **TAX CODE** (Out of State Vendors)

Plus applicable sales and/or use tax to be paid directly to the State of California unless vendor has a California Tax Permit Number which must appear on the invoice.

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### **FINANCIAL SECTION**

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

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

**SALES TAX PERMIT.** Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: \_\_\_\_\_.

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

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

REMIT TO: NAME: \_\_\_\_\_ Vigor Kvichak LLC

ADDRESS: \_\_\_\_\_ 469 NW Bowdoin Place

\_\_\_\_\_ Seattle, WA 98107

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

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

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

### **GENERAL RULES AND REGULATIONS**

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### **ENVIRONMENTAL MANAGEMENT SYSTEM**

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

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

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

### **EQUAL BENEFITS POLICY**

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

### **SWEAT-FREE PROCUREMENT POLICY**

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6455 on October 19, 2006, agreeing to adopt provisions of Los Angeles City Ordinance 176,291, relating to Sweat-Free Procurement, Section 10.43 et seq. of the Los Angeles Administrative Code, as a policy of the Harbor Department. Contractor shall comply with the policy wherever applicable. Violation of the policy shall entitle the City to terminate any Agreement with Contractor and pursue any and all other legal remedies that may be available.

### **LOCAL BUSINESS PREFERENCE PROGRAM**

The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor

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Department's Local Business Preference Program (LBPP) aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector.

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

The Harbor Department defines a LBE as:

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

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

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

### **CONTRACT SOLICITATIONS CHARTER SECTION 470(c)(12)**

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

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

**FORMAL REQUEST FOR BID**

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-1026**

(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: THURSDAY, September 28, 2018**

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the City Ethics Commission at (213) 978-1960 or [ethics.lacity.org](http://ethics.lacity.org).

**IRAN CONTRACTING ACT OF 2010.** The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from submitting bids for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting bids for, entering into, or renewing contracts with the Harbor Department for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit (See Exhibit G).

**COMPLIANCE WITH LAWS.** Vendor shall comply with all applicable Ordinances, laws, Rules and Regulations of the City and of any County, State or Federal Government, or subdivision thereof. This applies even though such requirements may not be specifically mentioned in the Specifications or shown on the Plans.

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

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

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# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1026

(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: THURSDAY, September 28, 2018**

## GENERAL CONDITIONS READ CAREFULLY

1. **FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic or facsimile bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pier "A" Street, Wilmington, CA 90744. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.
  2. **TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
  3. **SPECIFICATION CHANGES.** Vendor may request in writing that specifications be modified if its provisions restrict vendor from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All vendors will be notified by Addendum of any approved changes in the specifications.
  4. **BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Vendor must describe variations in their Bid.
  5. **AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the vendor. The City may make combined award of all items complete to one vendor or may award separate items to various vendors. Vendors may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informally in bids.
  6. **PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
  7. **PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
  8. **DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
  9. **DELIVERY:** If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the Director of Contracts and Purchasing immediately. Do not make delivery without his approval. Any correspondence, other than invoices, relating to this order must be sent to the Director of Contracts and Purchasing.
  10. **INSPECTION:** All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to accrued charges.
  11. **INVOICING:** The point of free delivery, terms, contract number, name and address of department must appear on all invoices.  

All materials must be marked and tagged with the Contract number and be accompanied by packing list in detail. Material must be packed and shipped in conformity with tariff or classification requirements.

Prices on the contract include delivery to the division within building unless otherwise specified on the contract.

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

Materials shall be listed separately on invoices covering repairs or installation service.
- The Harbor Department will not be responsible for services, materials, or supplies furnished without prior authorization from the Director of Contracts and Purchasing.
- This contract must not be assigned or transferred to anyone without the written approval of the Director of Contracts and Purchasing.
- Discount period to be computed from date of receipt of invoice, or complete acceptance of goods or services, whichever is the later date.
- In case of delay of payment beyond 30 days after acceptance of goods or services or date of invoice, whichever is later, please write the Harbor Department Accounting Section giving the contract number, stating to which division and on what date delivery was made.
- Harbor Department may pay on partial deliveries, but right is reserved by the Director of Contracts and Purchasing to require complete delivery before payment.
12. **TIME AND MATERIALS WITH NO FIXED FEES: ALL INVOICES WITH PAYMENTS FOR TIME AND MATERIALS MUST BE SUPPORTED / BACKED UP BY TIME SHEETS.**  

NOTE: THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE TIME SHEETS.
  13. **CITY OF LOS ANGELES MUNICIPAL CODE:** All items must meet the requirements of the City of Los Angeles Municipal Code.
  14. **PAYMENTS.** Payment terms are NET 30 days unless vendor quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
  15. **ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Contracts and Purchasing.
  16. **NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
  17. **SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupational Safety and Health (CalOSHA) and OSHA requirements.
  18. **PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
  19. **CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.
  20. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may

## FORMAL REQUEST FOR BID

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sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.

21. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
22. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year after the current fiscal year is contingent upon City's appropriation of funds for that purpose. The City's fiscal year ends on June 30<sup>th</sup> of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.
23. **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Vendor is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

THE END

No. 285 Rev. 07/15-116

CITY OF LOS ANGELES HARBOR DEPARTMENT  
BID NO. F-1026 FOR TWO (2) PILOT BOATS

10/11/18

**PROGRESS PAYMENT SCHEDULE TO ADDRESS A TWO VESSEL STAGERED BUILD PLAN****Total Contract Value** **\$ 5,797,296****Progress Payments**

	<u>Unit Price</u>
1. 1 Lot ( both vessels)	Each \$ 579,730
<u>Payment due upon signing agreement</u> as per specification "Port Pilot Boat Vessels 8/8/18, Revision 3	
2. 1 Lot ( First Vessel )	Each \$ 724,662
<u>Payment due upon aluminum delivery</u> as per specification "Port Pilot Boat Vessels 8/8/18, Revision 3	
3. 1 Lot ( Second Vessel )	Each \$ 724,662
<u>Payment due upon aluminum delivery</u> as per specification "Port Pilot Boat Vessels 8/8/18, Revision 3	
4. 1 Lot ( First Vessel )	Each \$ 724,662
<u>Payment due upon substantial completion of fabrication of hull and superstructure</u> as per specification "Port Pilot Boat Vessels 8/8/18, Revision 3	
5. 1 Lot ( Second Vessel )	Each \$ 724,662
<u>Payment due upon substantial completion of fabrication of hull and superstructure</u> as per specification "Port Pilot Boat Vessels 8/8/18, Revision 3	
6. 1 Lot ( First Vessel )	Each \$ 289,865
<u>Payment due upon delivery of Main Engines and Auxillaries</u> as per specification "Port Pilot Boat Vessels 8/8/18, Revision 3	
7. 1 Lot ( Second Vessel )	Each \$ 289,865
<u>Payment due upon delivery of Main Engines and Auxillaries</u> as per specification "Port Pilot Boat Vessels 8/8/18, Revision 3	
8. 1 Lot ( First Vessel )	Each \$ 289,865
<u>Payment due upon installation of Main Engines, Auxillaries and Support systems</u> as per specification "Port Pilot Boat Vessels 8/8/18, Revision 3	

- |     |   |                 |
|-----|---|-----------------|
| 9.  | 1 Lot ( Second Vessel )   | Each \$ 289,865 |
|     | <u>Payment due upon installation of Main Engines, Auxiliaries and Support systems</u> |                 |
|     | as per specification  |                 |
|     | "Port Pilot Boat Vessels 8/8/18, Revision 3   |                 |
|     |   |                 |
| 10. | 1 Lot ( First Vessel )  | Each \$ 434,797 |
|     | <u>Payment due upon launch and completion of Sea and Dock trials</u>                  |                 |
|     | as per specification  |                 |
|     | "Port Pilot Boat Vessels 8/8/18, Revision 3   |                 |
|     |   |                 |
| 11. | 1 Lot ( Second Vessel )   | Each \$ 434,797 |
|     | <u>Payment due upon launch and completion of Sea and Dock trials</u>                  |                 |
|     | as per specification  |                 |
|     | "Port Pilot Boat Vessels 8/8/18, Revision 3   |                 |
|     |   |                 |
| 12. | 1 Lot ( Both Vessels )  | Each \$ 289,865 |
|     | <u>Payment due upon delivery and acceptance at purchasers facility</u>                |                 |
|     | as per specification  |                 |
|     | "Port Pilot Boat Vessels 8/8/18, Revision 3   |                 |

**Note:**

- Based on individual progress payments from multiple vessels the owners representative and the builders project manager may mutually agree to combine billing and payments to minimize accounting efforts.
- The Price offered does not include sales tax, the City will pay or reimburse Vigor for all sales taxes imposed by the State of California or any of its cities or counties.
- This offer does not include any discounts for early payment.



**THE PORT  
OF LOS ANGELES**

425 S. Palos Verdes Street Post Office Box 161 San Pedro, CA 90733-0161 TEL/TDD 310 SEA-PORT www.portoflosangeles.org

Eric Garcetti *Mayor, City of Los Angeles*

Board of Harbor  
Commissioners

Jaime L. Lee  
*President*

David Arlan  
*Vice President*

Lucia Moreno-Linares  
*Commissioner*

Anthony Prozzi, Jr.  
*Commissioner*

Edward R. Renwick  
*Commissioner*

Eugene D. Seroka

*Executive Director*

DATE: September 20, 2018

**BID # F-1026 ADDENDUM #1 DESCRIPTION: "TWO (2) PILOT BOATS"**

BID OPENING DATE: Friday, September 28, 2018, 2 p.m.

**REVISED BID OPENING DATE: Friday, October 19, 2018, 2 p.m.**

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

QUESTIONS, BUYER: Juan A. Benitez , (310) 732-3890.

Please attach this addendum to your bid.

Regards,

Juan A. Benitez  
Procurement Supervisor