**VENTURA PORT DISTRICT**
**VENTURA, CALIFORNIA**

**NOTICE INVITING BIDS FOR**
**HARBOR PATROL BOAT-19 ENGINE REPOWER PROJECT**

**1 NOTICE IS HEREBY GIVEN** that sealed bids will be received by the Ventura Port District ("District"), Ventura, California, for the complete replacement of the propulsion system on Harbor Patrol Boat-19. The District's Local Business Preference Program ("LBPP") is applicable to this solicitation.

**2 DATE OF OPENING BIDS:** Sealed bids must be filed with the Ventura Port District at 1603 Anchors Way Drive, Ventura, California, 93001 no later than Tuesday, August 25, 2026 at 9:00 a.m., at which time and place all bids will be publicly opened and read aloud. Bids shall be submitted in sealed envelopes marked on the outside, "Sealed Bid for Harbor Patrol Boat-19 Engine Repower Project"."

**3 DESCRIPTION OF WORK:**

**3.A. Scope of Work**
The Ventura Port District is soliciting bids from qualified marine service providers for the complete repower and reassembly of Harbor Patrol Boat-19. The vessel will be picked up by the vendor in its current condition to complete the repower project.

The successful bidder shall take custody of the vessel in its current status, as described below, and furnish all labor, equipment, materials, and services necessary to provide a complete and operational propulsion system installation, including but not limited to the following:

**3.B. Vessel's Current Status**
Harbor Patrol Boat-19 is currently out of the water and prepared for transport to the successful bidder's facility. The vessel has already undergone disassembly, and the following components have been removed:

- Both engines (Engines will be on site at pick-up if required for exchange)
- Both transmissions (Old transmissions will be retained by Port District)
- **Propeller shafts
- **Propellers
- **Shafts
- Associated engine components

  **** Propellers, Shafts, & Rudders are undergoing inspection and will not be part of the bid. The equipment will be delivered to the vendor by Port District personnel or will be on the deck of the vessel at the time of pickup.**

### 3.C. Equipment Supply and Installation

Successful bidder shall provide and install:

- Two (2) Mercury 350 MPI HZ Inline gasoline marine engines
- One (1) smartcraft connect #8M0173703 engine display system
- One (1) garmin GPSmap 1242xsv (connected to smartcraft connect displaying engine data)
- Two (2) Mercury OEM Engines to Instrumentation harness
- Two (2) ZF Marine 68A Down Angle Transmissions, Model 68A-1.56, 1.56:1 reduction ratio
- Change out and replace 4" complete port & starboard exhaust hoses
- Fabricate mounts and install a Jabsco 11870-0005 Electro-Magnetic Pump or agreeable equivalent to starboard engine. (pump must be properly aligned with the rest of the serpentine system)
- Plumb the port engine to the existing Heater Craft boat heater
- New engine mounts factory provided OEM part
- Inspect and analyze engine bed stringers
- All hardware used will be of marine grade 316 stainless steel where applicable
- All hoses will be of USCG approved Shields brand
- All required hoses, fittings, clamps, mounting hardware, electrical connections, controls, fluids, lubricants, and ancillary components necessary for a complete installation
- Any additional miscellaneous parts required to ensure proper operation and manufacturer-compliant installation
- A list of all equipment will be provided to the District for approval prior to any procurement or installation by the bidder. All substitutions must be approved in writing prior to procurement or installation.

### 3.D. Owner-Supplied Equipment

The Ventura Port District will provide the following components in like-new condition for installation:

- Propeller shafts
- Propellers
- Rudders

*The successful bidder shall inspect owner-furnished equipment prior to installation and notify the District of any deficiencies that may affect performance or installation. The District reserves the right to substitute such defective owner-supplied equipment at no cost or to execute a change order for the successful bidder to procure any deficient equipment provided by the District.*

**3.E. Assembly and Alignment**

The successful bidder shall:

- Install and align all propulsion components in accordance with manufacturer specifications and accepted marine industry standards.
- Perform shaft alignment, coupling installation, and drivetrain setup. This will include repacking rudder, inspecting strut, and replacing cutlass bearing.
- Existing PSS shaft seals are to remain installed and be refit to shafts and inspected
- Complete all plumbing, fuel, exhaust, cooling, electrical, instrumentation, and control system connections necessary for full vessel operation.
- Verify proper operation of all propulsion system components.

**3.F. Testing and Commissioning**

Upon completion of the installation, the successful bidder shall:

- Launch the vessel and conduct all necessary dockside testing.
- Perform a sea trial of not less than one (1) hour duration.
- Conduct the sea trial with a qualified marine mechanic or factory-authorized technician present.
- Verify engine performance, transmission operation, operating temperatures, charging systems, steering functionality, and overall vessel performance under load.
- Correct any deficiencies specified in bid relevant to labor and parts installed at marine service providers expense, identified during testing prior to final acceptance. Structural deficiencies of the boat/ items not specified in bid will be at Port Districts expense.
- Upon completion of manufacture’s engine break in period perform initial service to comply with engines warranty provisions

**3.G. Training and Documentation**

At project completion, the successful bidder shall provide:

- Operational orientation for District personnel.
- Written and verbal instructions regarding engine break-in procedures.
- Recommended engine operating ranges and RPM limitations during the break-in period.
- Manufacturer warranty documentation for all installed equipment.
- Copies of all commissioning and testing reports.

**3.H. Final Delivery Requirements**

The vessel shall be delivered by the successful bidder to the Ventura Port District in a fully assembled, operational, and mission-ready condition. Final acceptance will be contingent upon successful completion of the installation, testing, sea trial, and delivery of all required documentation.

**3.I. Warranty**
The successful bidder shall warrant the work, equipment, and materials supplied for a period of not less than six months. This does not in any way reduce the manufacturer's warranty for any provided equipment. A failure of the owner-provided equipment within the bidder's required warranty period shall not be the responsibility of the bidder.

**4 AWARD OF CONTRACT**: The District reserves the right, after opening bids, to reject any or all bids, or to make award to the lowest responsible bidder and reject all other bids. An award may be made to the lowest aggregate responsible bidder for all items on the invitation to bid, on a group or an individual basis, whichever is found to be in the best interest of the District. A good faith determination by the District as to whether a bid is responsive or whether a bidder is responsible shall be final, conclusive and binding, and shall not be the basis of a claim for lost profits or damages of any kind whatsoever by a bidder to whom the contract is not awarded. Please see Exhibit A – Template Vendor Agreement.

**5 LOCAL BUSINESS PREFERENCE PROGRAM:** Once all bids are opened, the bids of those bidders who are Local Businesses and are within the ("LBPP") guidelines shall be reduced by five percent (5%) for purposes of determining the lowest responsible bidder. If the bid of a Local Business, after applying the Local Business Preference, is then the lowest responsible bidder (the "Lowest Local Business Bidder"), that Lowest Local Business Bidder shall have the opportunity to reduce its bid to match the bid of the actual lowest responsible bidder, in writing, within one (1) business day, whereupon the General Manager shall make a recommendation to the Board to award said Lowest Local Business Bidder with the contract if the General Manager determines, in his or her sole discretion, that such bid is responsive to all of the terms and conditions stated in the District's previously published notice inviting bids.

If the Lowest Local Business Bidder does not elect to reduce its bid to match the bid of the actual lowest responsible bidder, then the next lowest Local Business bidder (the Second Lowest Local Business Bidder") shall be given the opportunity to match the bid of the actual lowest responsible bidder in the time and manner set forth above; provided, however, the bid of such Second Lowest Local Business Bidder must also be within five percent (5%) of the actual lowest responsible bid. Please see Exhibit B for LBPP guidelines.

**6 CONTACT**: If you have any questions, please contact Brendan Donohue at (805) 657-3952, Tuesday through Friday, 7:00AM to 3:00PM.

Date: August 7, 2026

## EXHIBIT A

## VENTURA PORT DISTRICT
## VENDOR AGREEMENT
## WITH

This VENDOR AGREEMENT (this “Agreement”) is made and effective as of_____, 2026 (the “Effective Date”), by and between the VENTURA PORT District (the “District”), an Independent Special District, and____________ (“Vendor”).

## RECITALS

A. The District desires to retain the services of an experienced and qualified vendor to provide…

B. Vendor represents and warrants that it is specially trained, experienced, and qualified to perform those services which will be required by this Agreement.

Accordingly, in consideration of the mutual covenants and conditions set forth herein, and incorporating the representations in the recitals above, the parties therefore agree as follows:

## AGREEMENT

### 1. SERVICES

Vendor will provide the work and services listed in the Scope of Services attached hereto as **Exhibit A**. Vendor warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional, and satisfactory manner.

### 2. TERM

Unless terminated earlier in accordance with this Agreement’s terms, this Agreement will continue in full force and effect from the Effective Date through June 30, 2027. Vendor shall not perform any work under this Agreement until Vendor furnishes proof of insurance as required under Section 25 (insurance) of this Agreement.

### 3. COMPENSATION

#### A. VENDOR’S FEE

For services rendered pursuant to this Agreement, Vendor will be paid in accordance with the Compensation Schedule attached hereto as **Exhibit B**; provided, however, that in no event will the total amount of money paid to Vendor for services initially contemplated by this Agreement exceed the sum of _________(“Agreement SUM”), unless otherwise first approved in writing by the District.

#### B. SCHEDULE OF PAYMENT

Provided the Vendor is not in default under the terms of this Agreement, (i) all work is to be billed monthly or at the time of completion; and (ii) upon presentation of an invoice to the District, Vendor will be paid the fees described above no later than thirty (30) days after the date the District receives the invoice.

### 4. TERMINATION OF AGREEMENT

A. Except as otherwise provided in this Agreement, either party may terminate this Agreement, or any portion hereof, by serving written notice of termination pursuant to Section 27 (Notices) upon the other party at least fifteen (15) days prior to the date of termination. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the District terminates a portion of this Agreement, such termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this section, the District shall pay to Consultant the actual value of the work performed up to the time of termination, less any disputed amounts. Upon termination of the Agreement pursuant to this section, the Consultant will submit an invoice to the District as provided herein within 30 days of receiving the notice to terminate.

**5. FORCE MAJEURE**

If either party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

**6. DEFAULT**

A. Either party's failure to comply with the provisions of this Agreement shall constitute a default. If either party is in default for cause under the terms of this Agreement, the affected party shall promptly notify the deficient party of such default and, following such notice, shall have no obligation or duty to continue compensating or providing any work after the date of default and can terminate this Agreement immediately by written notice to the other party. If such failure hereunder arises out of causes beyond either party's control, and without fault or negligence, it shall not be considered a default.

B. If the District's Representative determines the Consultant is in default in the performance of any of the terms or conditions of this Agreement, District shall cause to be served upon the Consultant a written notice of the default pursuant to Section 27 (Notices). The Consultant shall have ten (10) days after receipt of the default notice to cure the default as directed by the District in the notice of default. In the event the Consultant fails to cure its default within such period, the District shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

**7. USE OF TERM "DISTRICT"**

Reference to the "District" in this Agreement includes the General Manager or any authorized representative acting on behalf of the District.

**8. DISTRICT REPRESENTATIVE**

The District's______________ ("Representative") shall (i) represent the District in all matters pertaining to the administration of this Agreement, with respect to the work and services specified in this Agreement and (ii) make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by the District under this

Agreement, those actions will be taken by Representative unless otherwise stated. The District's General Manager has the right to designate another District representative at any time, by providing notice to Vendor.

**9. VENDOR REPRESENTATIVE(S)**

Vendor's___________is designated as being the principal(s) and representative(s) of Vendor authorized to act on its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement. Vendor shall not change the designated representatives without prior written consent of the District.

**10.TAXPAYER IDENTIFICATION NUMBER**

Vendor shall provide the District with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 12-87), as issued by the Internal Revenue Service.

**11. SUBCONTRACTORS**

Before Vendor retains or hires a subcontractor, subconsultant, or any other party who is brought into or involved in the work, labor, or services to be provided by Vendor (collectively, "Subcontractor") under this Agreement, Vendor must:

A. Present the name and identifying information of the Subcontractor that will provide any work, labor, or services to the District.

B. Present to the District the subcontract or form of subcontract that will be used with the Subcontractor if asked by the District. Such subcontract Agreement must include an indemnity Agreement that is generally in accord with the indemnity obligations contained in this Agreement and must specifically name the District as an indemnified party.

C. Secure from the Subcontractor evidence of insurance coverage that meets the requirements in this Agreement, including naming the District as an additional insured as required by this Agreement, unless such requirement is waived in a written instrument that is signed by the District.

**12. BUSINESS LICENSE**

Vendor must obtain a City of Ventura business license prior to the start of work under this Agreement unless Vendor is qualified for an exemption.

Ventura City Business License No. Expiration Date:

**13. OTHER LICENSES AND PERMITS**

Vendor warrants that it has or will obtain all professional, contracting, and other permits and licenses required to undertake the work contemplated by this Agreement. Any permits or licenses required shall be obtained at the sole costs of the Vendor unless otherwise included in this Agreement's Exhibit B.

**14. CLASSIFICATION OF CONTRACTORS' LICENSES**

Vendor shall possess the following class of contractor's license(s) issued pursuant to Division 3, Chapter 9, of the Business and Professions Code of the State of California:

_____ Classification A – General Engineering Contractor
_____ Classification B – General Building Contractor

_____ Classification C-10 – Electrical Contractor
_____ Classification C-20 – Heating, Ventilation and Air-Conditioning Contractor
_____ Classification C-36 – Plumbing Contractor
_____ Classification C-39 – Roofing Contractor
_____ Classification C-49 – Tree and Palm Contractor

The Vendor shall certify that the license(s) specified are the classification(s) required to perform the Work contemplated under the Agreement. Vendor shall provide District with their Contractor's license number and expiration date and shall present satisfactory evidence that they are licensed in good standing.

Contractor's License No.______________________ Expiration Date: __________________

**15. REGISTRATION WITH DEPARTMENT OF INDUSTRIAL RELATIONS**

Vendor shall be registered with the Department of Industrial Relations, as provided in Labor Code Section 1725.5 and shall include evidence that they are so registered.

DIR No. Expiration Date:

**16. PREVAILING RATES OF WAGES**

The District has determined that this project is considered Public Works and therefore all or part of it is subject to the payment of prevailing wage to workers. It shall be mandatory upon Vendor and any SUBCONTRACTOR under Vendor to pay not less than the prevailing specified rates to all workers employed by them in the execution of the Agreement. In accordance with the provisions of the California Labor Code, the Director of the Department of Industrial Relations of the State of California has ascertained and determined the general prevailing rates of wages for general, holiday and overtime work in the locality in which the work is to be performed. These wages are published and available from the Department of Industrial Relations www.dir.ca.gov. Vendor is required to comply with all applicable Labor Codes in the performance of the public works under this Agreement.

**17. APPRENTICES**

Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Vendor or any Subcontractor under them.

If the nature of the services to be performed under this Agreement constitute a "public project," as defined in the Public Contract Code, the Vendor and any Subcontractor under them shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices.

**18. VENDOR'S RECORDS**

Records of Vendor's time pertaining to the services and records of accounts between the District and Vendor will be kept on a generally recognized accounting basis. Vendor will also maintain all other records, including without limitation invoices, correspondence, specifications, drawings, progress reports, and the like, relating to the Vendor's services. All records will be available to District during normal working hours. Vendor will maintain these records for three (3) years after the District makes its final payment to Vendor for the work performed under this Agreement.

**19. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT**

The District shall be the owner of any and all computations, plans, correspondence and/or other pertinent data and information gathered or prepared by Vendor in the performance of this Agreement, and Vendor and shall be entitled to possession of the same upon reasonable notice and upon (i) completion of the work under this Agreement, or (ii) reasonable notice at any earlier or later time when the same may be requested by the District without further compensation to Vendor or to any other party.

**20. RETENTION OF FUNDS**

Vendor authorizes the District to deduct from any amount payable to Vendor (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate District for any losses, costs, liabilities, or damages suffered by the District, and all amounts for which the District may be liable to third parties, by reason of Vendor's acts or omissions in performing or failing to perform Vendor's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Vendor, or any indebtedness exists that appears to be the basis for a claim, the District may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The District's failure to exercise its right to deduct or withhold the amounts described in this section will not affect the obligations of Vendor to insure, indemnify, and protect the District as elsewhere provided in this Agreement.

**21. NON-APPROPRIATION OF FUNDS**

The District certifies that payments due and payable to Vendor for current services are within the current fiscal year budget through June 30, 2027 and within an available, unexhausted, and unencumbered appropriation of the District. Services under this Agreement to be performed after June 30, 2027 require the District to appropriate sufficient funds and notify Vendor prior to any additional work being performed.

**22. NON-LIABILITY OF DISTRICT OFFICERS AND EMPLOYEES**

No officer or employee of the District will be personally liable to Vendor for any amount that may become due to Vendor under this Agreement because of the District's default under the Agreement or breach of its terms.

**23. INDEPENDENT CONTRACTOR**

A. Vendor will act as an independent contractor and is not an employee, officer, agent, partner, or joint venture of the District by virtue of this Agreement. Vendor agrees that its employees, agents, and representatives performing any services in connection with this Agreement meet all of the following three requirements: (a) they are free from the control and direction of the District; (b) they perform work that is outside the usual course of the District's business; and (c) they are customarily engaged in Vendor's independently established trade, occupation or business or they are themselves customarily engaged in an independently established trade, occupation or business relating to the services performed. To the fullest extent provided by law, Vendor agrees to defend, indemnify and hold the District harmless from any and all liability, including but not limited to compensation, benefits, taxes, assessment, penalties, or interest, arising out of any challenge to the independent contractor relationship. Vendor agrees that its employees, agents, and representatives performing any services in connection with this Agreement is not eligible for any compensation or benefits provided to District employees, including but not limited to State Unemployment Compensation or Worker's Compensation coverage. The provisions of this section shall survive the termination or expiration of this Agreement.

B. No employee benefits shall be available to Vendor in connection with the performance of this Agreement. Except for the fees paid to Vendor as provided in this Agreement, the District shall not pay salaries, wages, or other compensation to Vendor and/or its employees for performing work or services hereunder for the District. The District shall not be liable for compensation or indemnification to Vendor for injury or sickness to its employee(s) arising out of performing work or services hereunder.

**24. INDEMNIFICATION**

Vendor shall indemnify, defend, and hold harmless the District, and its officers, employees, agents, and volunteers ("District Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorney's fees and costs of litigation (collectively, "claims"), arising out of Vendor's performance of its obligations under this Agreement or out of the operations conducted by Vendor, including the District's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the District. If any District Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Vendor's performance of this Agreement, Vendor shall provide a defense to the District Indemnitees or, at the District's option, reimburse the District Indemnitees their costs of defense, including reasonable attorney's fees incurred in defense of such claims.

Payment by the District is not a condition precedent to enforcement of Vendor's indemnity obligations under this section. In the event of any dispute between Vendor and the District as to whether liability arises from the sole negligence or willful misconduct of the District or its officers, employees, or agents, Vendor will be obligated to pay for the District's defense until such time as a final judgment has been entered adjudicating the District as solely negligent or to have acted with willful misconduct. In the absence of such a determination, Vendor will not be entitled to any reimbursement of defense costs, including but not limited to attorney's fees, expert fees, and costs of litigation.

**25. INSURANCE**

Without limiting Vendor's indemnification obligations under this Agreement, and prior to commencement of Vendor's work under this Agreement and throughout its term, Vendor shall obtain, provide, and maintain, at its own expense, policies of insurance of the types and amounts described below and in a form that is satisfactory to the District.

**General liability insurance.** Vendor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile liability insurance.** Vendor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Vendor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

**Umbrella or excess liability insurance.** [If required to meet higher limits]. Vendor shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer.
- "Pay on behalf of" wording as opposed to "reimbursement".
- Concurrency of effective dates with primary policies.

Should Vendor obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

**Workers' compensation insurance**. Unless Vendor is a sole proprietor, Vendor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

Vendor shall submit to District, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of District, its officers, agents, employees, and volunteers.

**Other provisions or requirements**

**Proof of insurance**. Vendor shall provide certificates of insurance and required endorsements to the District as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by the District's Risk Manager prior to commencement of performance of its work. Current certification of insurance shall be kept on file with the District for the Agreement period and any additional length of time required thereafter. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of coverage.** Vendor shall procure and maintain for the Agreement period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the work hereunder by Vendor, its agents, representatives, employees, or SUBCONSULTANTS.

**Primary/non-contributing.** Coverage provided by Vendor shall be primary and any insurance or self-insurance procured or maintained by the District shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

**District's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the District has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by the District will be promptly reimbursed by Vendor or the District will withhold amounts sufficient to pay premium from Vendor's payments. In the alternative, the District may cancel this Agreement.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved in writing by the District.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the District, and its elected or appointed officers, agents, officials, employees, and volunteers, or it shall specifically allow Vendor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Vendor hereby waives its own right of recovery against the District and shall require similar written express waivers and insurance clauses from each of its Subconsultants.

**Enforcement of Agreement provisions (non estoppel**). Vendor acknowledges and agrees that any actual or alleged failure on the part of the District to inform Vendor of non-compliance with any requirement imposes no additional obligations on the District nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Vendor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

**Notice of cancellation.** Vendor agrees to oblige its insurance agent or broker and insurers to provide the District with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of Vendor's insurers are unwilling to provide such notice, then Vendor shall have the responsibility of notifying the District immediately in the event of Vendor's failure to renew any of the required insurance coverages or insurer's cancellation or non-renewal.

**Additional insured status.** General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that the District and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the District and approved of in writing.
**Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass through clause.** Vendor agrees to ensure that its Subcontractors provide the same minimum insurance coverage and endorsements required of Vendor. Vendor agrees that upon request, all Agreements with Subcontractors and others engaged in the services to be performed under this Agreement will be submitted to District for review.

**District's right to revise specifications.** The District reserves the right, at any time during the term of the Agreement, to change the amounts and types of insurance required by giving the Vendor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Vendor, the District and Vendor may renegotiate Vendor's compensation.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by the District. The District reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

**Timely notice of claims.** Vendor shall give the District prompt and timely notice of claims made or suits instituted that arise out of or result from Vendor's performance under this Agreement and that involve or may involve coverage under any of the required liability policies.

**26. CONFLICT OF INTEREST**

No officer or employee of the District may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that affects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, Agreement or subcontract, or to any solicitation or proposal.

Vendor hereby certifies that it has no business or contractual relationship with any current member of the District's Board of Port Commissioners:

Michael Blumenberg, Chair
Elizabeth Howell, Vice-Chair
Anthony Rainey, Secretary
Chris Stephens, Commissioner
William Anderson, Commissioner

## 27. NOTICES

All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

A. **Personal delivery**. When personally delivered to the recipient; notice is effective on delivery.

B. **First Class mail**. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.

C. **Certified mail**. When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

D. **Overnight delivery**. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account; notice is effective on delivery, if delivery is confirmed by the delivery service. Addresses for purpose of giving notice are as follows:

| | |
|---|---|
| To District: | **VENTURA PORT DISTRICT**<br>1603 Anchors Way Drive<br>Ventura, CA 93001<br>Attention: District CLERK |
| To Vendor: | |

E. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

F. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement. Any change in address or fax number that is not provided to the other party will not void delivery of any notice under this Agreement, and delivery to the last known address or fax number shall be deemed sufficient for notice under this Agreement.

## 28. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

In accordance with Section 11 (Subcontractors) above and due to the personal nature of the services to be rendered under this Agreement, only Vendor shall perform the services described in this Agreement and Vendor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the District. This Agreement and its exhibits are binding on the heirs, successors, and assigns of the parties.

## 29. INTEGRATION; AMENDMENT

This Agreement and its exhibits represent the entire understanding of the District and Vendor as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

**30. INTERPRETATION**

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply. The parties each waive and relinquish all rights they may have or claim under California Civil Code section 1654. To the extent there is any conflict or inconsistency between the terms of this Agreement and any exhibit attached to this Agreement, the terms and provisions of this Agreement shall govern and control.

**31. CUMULATIVE REMEDIES**

All rights and remedies of either party hereto are cumulative of each other and of every other right or remedy such party may otherwise have at law or in equity, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent of subsequent exercise of other rights or remedies.

**32. SEVERABILITY**

If any part of this Agreement is found to be in conflict with applicable laws by an arbitrator or court of competent jurisdiction, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

**33. TIME OF ESSENCE**

Time is of the essence in the performance of this Agreement.

**34. GOVERNING LAW; JURISDICTION**

This Agreement shall be governed by, and any dispute arising hereunder, shall be determined in accordance with, the laws of the State of California, without giving effect to conflict of law principles. Subject to Section 35 (Arbitration), the parties hereto irrevocably submit to the jurisdiction and venue of the state and federal courts sitting in Ventura, California.

**35. ARBITRATION**

In the event of any dispute arising out of or related to this Agreement, the parties agree to submit any such dispute to final and binding arbitration under the Commercial Rules of the American Arbitration Association. To the fullest extent permitted by law, all disputes between the parties that concern, arise out of or relate to this Agreement, including, but not limited to its enforcement and interpretation ("Arbitrable Claims"), shall be resolved by arbitration. The laws of the state of California shall govern the arbitration. This provision shall survive termination of this Agreement and is perpetual.

**Exclusive Remedy**. Arbitration shall be the exclusive remedy for all Arbitrable Claims and shall be final and binding upon the parties subject to the right of any party to appeal to the Superior Court of Ventura County, State of California, to confirm that the arbitration award or decision is consistent with California law. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award. Such an action shall be brought in the Superior Court of California for the County of Ventura, which shall have exclusive jurisdiction over such action. Otherwise, neither party shall initiate or prosecute any lawsuit or administrative action in any way related to any Arbitrable Claims. All arbitration hearings under this Agreement shall be conducted at Ventura County, California, unless all parties mutually agree on another location. The interpretation and enforcement of this Agreement to arbitrate shall be governed by the California Arbitration Act, if applicable.

**THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS, INCLUDING WITHOUT LIMITATION, ANY RIGHT TO TRIAL BY JURY AS TO THE MAKING, EXISTENCE, VALIDITY, OR ENFORCEABILITY OF THIS AGREEMENT TO ARBITRATE.**

**Arbitrator Selection**. A single arbitrator shall decide all disputes involving Arbitrable Claims. The arbitrator shall be selected by mutual agreement of the parties within thirty (30) days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the American Arbitration Association and request selection of an arbitrator in accordance with the Commercial Arbitration Rules and Mediation Procedures.

**Authority of Arbitrator, Discovery and Arbitration Fees**. The arbitrator shall have exclusive authority to resolve all Arbitrable Claims, including, but not limited to, any claim that all or any part of this Agreement is void or unenforceable. Parties to arbitration proceedings under this Agreement shall have the right to conduct discovery utilizing all discovery procedures available in civil actions brought in the Superior Court of California. The arbitrator shall issue a written decision and shall have authority to award any remedy or relief available in a civil action. The parties shall equally pay the arbitrator’s compensation and administrative fees charged by American Arbitration Association.

**36. COMPLIANCE WITH STATUTES AND REGULATIONS**

Vendor will be knowledgeable of and will comply with all federal, state, local, county, and city statutes, rules, regulations, ordinances, and orders applicable to the work and services to be performed under this Agreement.

**37. WAIVER OF BREACH**

No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default will impair the right or remedy or be construed as a waiver. A party’s consent or approval of any act by the other party requiring the party’s consent or approval will not be deemed to waive or render unnecessary the other party’s consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

**38. ATTORNEY’S FEES**

Except as provided for herein above, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney’s fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment, including post-judgment attorney’s fees costs and expenses and any attorneys’ fees or costs incurred on appeal of any judgment.

**39. NON-DEFAMATION & MUTUAL RESPECT**

Each Party agrees to take reasonable steps to refrain from either directly or indirectly, hereafter making any defaming, disparaging, derogatory, misleading or false statement to anyone about the other party (and in the case of the Vendor, its employees, officers, directors, agents, consultants, affiliates, investors or business partners) in any private or public forum.

**40. EXHIBITS**

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

**41. VENDOR'S AUTHORITY TO EXECUTE**

Each person executing this Agreement on behalf of Vendor warrants: (i) Vendor is duly organized and existing under the appropriate state laws; (ii) they are duly authorized to execute this Agreement on behalf of Vendor; (iii) by so executing this Agreement, Vendor is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other agreement to which Vendor is bound.

This Agreement has been signed on the dates below and is effective as of the Effective Date.

| **District:** | **Vendor:** |
|---|---|
| VENTURA PORT DISTRICT | |
| ______________________________ | ______________________________ |
| ______________________________ | ______________________________ |
| (Date) | (Date) |

Attachments: Exhibit A - Scope of Services
Exhibit B - Compensation Schedule

## EXHIBIT A
## SCOPE OF SERVICES

**EXHIBIT B**
**COMPENSATION SCHEDULE**

**COMPENSATION:**
Total cost for described scope of work (Exhibit A) not to exceed
Service work is to be billed monthy, with 30 days net

The total for payment for services is not to exceed over the duration of the contract without duly authorized change order.

**EXHIBIT B**

**VENTURA PORT DISTRICT PROCUREMENT AND PURCHASING POLICY**
**LAST UPDATED DECEMBER 18, 2024**
**PAGES 13-15**

**D. <u>Local Vendor Preference.</u>**

In determining the lowest responsible bid pursuant to the District's competitive bidding procedures set forth in Section III-C, above, or in determining the lowest responsible bid pursuant to the formal bidding procedures set forth in the UPCCA, and as summarized in the attached UPCCA Summary Sheet, the Board finds it desirable and in the best interests of the District to establish a local business preference program in order to reduce the competitive barriers faced by local businesses (the "Local Business Preference Program").

This Local Business Preference Program shall be taken into account in determining the lowest responsible bid in awarding a contract subject to the District's competitive bidding procedures set forth in Section III-C, or in determining the lowest responsible bid pursuant to the formal bidding procedures set forth in the UPCCA, and as summarized in the attached UPCCA Summary Sheet.

**(1) Local Business Preference Program**.

In determining the lowest responsible bid, the General Manager shall include the following:

(a) For (i) any District contract for the purchasing of materials or supplies used in connection with or consumed on any work or project subject to the UPCCA reasonably estimated by the General Manager to have a contract amount greater than $25,000.00; or (ii) any public project or maintenance work subject to the UPCCA's formal bidding procedures, the District shall assign a five percent (5%) bid price reduction "preference" during the bid evaluation process (the "Local Business Preference") to any bid from any person or entity that is determined by the General Manger to be a Local Business (as defined in subsection (b) of this Section IV-D(1)).

(b) "Local Business" shall mean a person or entity that has for at least twelve (12) months immediately preceding submittal of its bid maintained its principal business office within the geographic boundaries of Ventura County, California.

(c) Except as otherwise provided in this Section IV-D, the provisions set forth in this Section IV-D shall not supersede the other provisions set forth in this Procurement and Purchasing Policy or the uniform public construction cost accounting procedures set forth in the UPCCA, whichever shall apply. If any inconsistency or conflict exists or arises between the terms of this Section IV-D and the other provisions set forth in this Procurement and Purchasing Policy or the UPCCA, whichever shall apply, such other provisions shall control.

(d) This Local Business Preference Program shall not be applied under the following circumstances:

(i) National contracts;

(ii) Revolving fund (petty cash) purchases;

(iii) Credit card purchases;

(iv) Contracts not subject to the District's competitive bidding procedures;

(v) Any contracts funded by the federal government where there are conflicting requirements for minority or women-owned business participation.

(vi) Where such preference is otherwise prohibited by law;

(vii) Emergency procurements;

(viii) Piggybacking or sole source procurements; or

(ix) Contracts or projects relating to dredging or dock rehabilitation and/or replacement.

**(2) Procedures for the Local Business Preference Program**

(a) Once all bids are opened, the bids of those bidders who are Local Businesses shall be reduced by five percent (5%) for purposes of determining the lowest responsible bidder. If the bid of a Local Business, after applying the Local Business Preference, is then the lowest responsible bidder (the "Lowest Local Business Bidder"), that Lowest Local Business Bidder shall have the opportunity to reduce its bid to match the bid of the actual lowest responsible bidder, in writing, within one (1) business day, whereupon the General Manager shall make a recommendation to the Board to award that Lowest Local Business Bidder with the contract if the General Manager determines, in his or her sole discretion, that such bid is responsive to all of the terms and conditions stated in the District's previously published notice inviting bids.

(b) If the Lowest Local Business Bidder does not elect to reduce its bid to match the bid of the actual lowest responsible bidder, then the next lowest Local Business bidder (the "Second Lowest Local Business Bidder") shall be given the opportunity to match the bid of the actual lowest responsible bidder in the time and manner set forth in subsection (a) of this Section IV-D(2), above; *provided, however*, the bid of such Second Lowest Local Business Bidder must also be within five percent (5%) of the actual lowest responsible bid.

(c) An award may be made to the lowest aggregate responsible bidder for all items on the invitation to bid, on a group or an individual basis, whichever is found to be in the best interest of the District.

(d) All bids are subject to rejection by the Board in its absolute and sole discretion, and in those instances where evaluation dictates the rejection of the lowest bid as not meeting the requirements established in the invitation to bid, the vendor shall be notified of the reason for rejection.

COMPLETE POLICY CAN BE FOUND: https://venturaharbor.com/public-bidding/