

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

BID NO. F-1015 Page 1  
Show this number on envelope

# Transmittal 2

Contract No. 39855

### 1. COMPLETE CONTRACT

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

### 2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

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

### 3. AMOUNT TO BE PAID

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

### 4. CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

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

### 5. DECLARATION OF NON-COLLUSION

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

### 6. LEGAL JUSTIFICATION

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

EXECUTED AT: KINGSTON, ON ON THE 5<sup>TH</sup> DAY OF JULY, 2018  
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name METAL CRAFT MARINE US, INC.  
Phone 1-800-410-8464 Fax 1-613-542-6515  
Address 5B3 BROADWAY EAST, CAPE VINCENT NY 13618  
Street City State Zip

Michael A. Allen MICHAEL ALLEN TREASURER  
Signature Printed Name Printed Title  
William Connor WILLIAM CONNOR PRESIDENT  
Signature Printed Name Printed Title

(Approved Corporate Signature Methods)

(AFFIX CORPORATE SEAL HERE)

- a) **Two signatures:** One by Chairman of Board of Directors, President, or a Vice-President **AND** one by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.
- b) **One signature:** By corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign.

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

County of FRONTENAC  
PROV ONTARIO  
State of \_\_\_\_\_ S.S.  
Subscribed and sworn this date 5<sup>th</sup>  
4 July, 2018  
[Signature]  
Notary Seal Signature

In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below.  
By \_\_\_\_\_  
Executive Director Harbor Department  
Date \_\_\_\_\_

Approved as to form and legality  
July 18, 2018  
City Attorney  
BY [Signature]  
Deputy

# FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-1015**

**SUBMIT BID TO:**

Los Angeles Harbor Department  
Purchasing Office, 1st Floor  
500 Pier A Street  
Wilmington, CA 90744

**BID DUE BEFORE  
2:00 P.M.  
MARCH 20, 2018**

**Buyer:** : Michelle Davies, Procurement Supervisor (310) 732-3890

**BIDS WILL BE PUBLICLY  
OPENED**

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

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
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**THIS IS A REBID OF BID NO. F-1003**

1 EACH - CHEMICAL DETECTION + GAMMA DETECTION EQUIPMENT 547831

1. 1 EACH MULTI-MISSION MEDIUM RESPONSE VESSEL \$978,193.00 \$ 978,193.00

**BOAT, VESSEL**, in accordance with the attached specifications: **TOTAL 1,526,024.00** RC

State Brand & Product No. Quoting: METALCRAFT MARINE US INC., KINGSTON 12M

**AUTHORIZED DISTRIBUTOR/DEALER:**

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

Yes: \_\_\_\_\_ No: ✓

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.

REQ. NO.: Z-18-008	STATE TIME OF DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER
NOTIFY: J. Marcelo	TERMS _____ DISCOUNT FOR PAYMENT WITHIN _____ DAYS.
PAGE 2	BIDDER MUST SIGN THIS BID ON PAGE 1

SEE LETTER OF OFFER

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NO. F-1015**

(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: MARCH 20, 2018**

**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.

**NEW & UNUSED, VEHICLE.** The vehicle and/or equipment furnished shall be new and unused, current model, with standard factory fittings, trim, and accessories unless otherwise noted. Said vehicle and/or equipment shall not have been used for any other prior service or as a demonstrator.

**VEHICLE CODE.** All vehicles shall conform to the California Vehicle Code and all other governing requirements.

**LICENSES.** The vendor shall make the necessary applications and complete all transfer papers, including applying for exempt license. He\She shall furnish the Chief of Police, or his\her designated representative, evidence of having applied for license at time vehicle is delivered. The registered owner shall be shown exactly as outlined below on all forms where the registered owner is listed, (using abbreviations exactly as shown):

HARBOR DEPARTMENT  
CITY OF LOS ANGELES

**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.

**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.

**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.

## **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.

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NO. F-1015**  
(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: MARCH 20, 2018**

## 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.

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

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

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

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

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

**DELIVERY.** Delivery is desired as soon as possible, after vendor receives order. Please indicate on the Bid Sheet the best delivery time you can guarantee. The Harbor Department reserves the right to make award based on delivery time quoted.

**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: METAL CRAFT MARINE INC

ADDRESS: 347 WELLINGTON ST.

RINGSTON ON K7K 6N7

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.

## SUPPLIER CONTACT INFORMATION:

Contact Person: BOB CLARK

Title: CONTRACT MANAGER / SECRETARY

Telephone No.: 1-800-410-8464

Fax No.: 1-613-542-6515

E-Mail Address: bob@metalcraftmarine.com

24 Hour Contact No.: 1-613-561-5803 (c)

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NO. F-1015**  
(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: MARCH 20, 2018**

**COMPLIANCE WITH LAWS.** Vendor shall comply with all applicable Ordinances, laws, Rules and Regulations of the City and of any County, State or Federal Government, or subdivision thereof.

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

**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.

### **ETHICS CLAUSE – ATTACHEMENT A**

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

**LOCAL BUSINESS PREFERENCE PROGRAM – ATTACHMENT B.** 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 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.

Bidders 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

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NO. F-1015**  
(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: MARCH 20, 2018**

(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.

In 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.

**IRAN CONTRACTING ACT OF 2010 – ATTACHMENT C.** 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 attached.

## **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.

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NO. F-1015**  
(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: MARCH 20, 2018**

**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.

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

**BUSINESS TAX REGISTRATION CERTIFICATE (BTRC).** In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (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.

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

\_\_\_\_\_  
\_\_\_\_\_

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1015

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: MARCH 20, 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.** Bidder may request in writing that specifications be modified if its provisions restrict bidder from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All bidders will be notified by Addendum of any approved changes in the specifications.
4. **BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Bidder must describe variations in their Bid.
5. **AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the bidder. The City may make combined award of all items complete to one bidder or may award separate items to various bidders. Bidders may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
6. **PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
7. **PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
8. **DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
9. **PAYMENTS.** Payment terms are NET 30 days unless bidder quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
10. **ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Purchasing.
11. **NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
12. **SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.
13. **PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
14. **CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.
15. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.
16. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
17. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year after the current fiscal year is contingent upon City's appropriation of funds for that purpose. The City's fiscal year ends on June 30<sup>th</sup> of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.
18. **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Bidder is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

END

No. 285 Rev. 10/12-116

**ETHICS FORM  
(ATTACHMENT A)**



Ethics Commission  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA. 90012  
 (213) 978-1960  
 ethics.lacity.org

# Prohibited Contributors (Bidders) Form 55

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission.

Original filing  Amended filing (original signed on \_\_\_\_\_; last amendment signed on \_\_\_\_\_)

Reference Number (bid or contract number, if applicable): <u>BID No. F1015 (OLD F-1003)</u>	Date Bid Submitted: <u>MAR 8, 2018</u>
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Description of Contract (title of RFP and services to be provided):  
PORT POLICE MULTI MISSION MEDIUM RESPONSE VESSEL

City Department Awarding the Contract:  
HARBOR DEPARTMENT

**BIDDER INFORMATION**

Name: METALCRAFT MARINE VS INC

Address: 583 BROADWAY EAST CAPE VINCENT, N.Y 13618

Email: bob@metacraftmarine.com Phone: 613-561-5803

**SCHEDULE SUMMARY**

Please complete all three of the following:

- SCHEDULE A — Bidder's Principals (check one)**
  - The bidder is the individual listed above and has no other principals (Schedule A is not required).
  - The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.
- SCHEDULE B — Subcontractors and Their Principals (check one)**
  - The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required).
  - The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.
- TOTAL NUMBER OF PAGES SUBMITTED (including this cover page):** \_\_\_\_\_

**BIDDER'S CERTIFICATION**

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.

Date: MAR 8, 2018 Signature: R Clark  
 Name: BOB CLARK  
 Title: CONTRACT MANAGER



Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
(213) 978-1960  
ethics.lacity.org

# Prohibited Contributors (Bidders) Form 55

## SCHEDULE A — BIDDER'S PRINCIPALS

Please identify the names and titles of all of the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Check this box if additional Schedule A pages are attached.

Name: BILL CONNOR Title: PRESIDENT

Address: 75 TUOHOP ST. PARRY SOUND, ONTARIO P2A 0C6

Name: MICHAEL ALLEN Title: GENERAL MANAGER

Address: 40 BEVERLY CRES BELLEVILLE, ONTARIO K8P 4W6

Name: BOB CLARK Title: SECRETARY

Address: 97 DARGLEISH AVE KINGSTON, ONTARIO K7K 3E1

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

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Address: \_\_\_\_\_



Ethics Commission  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 (213) 978-1960  
 ethics.lacity.org

# Prohibited Contributors (Bidders) Form 55

## SCHEDULE B — SUBCONTRACTORS AND THEIR PRINCIPALS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets that threshold.

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

Check one of the following:

N/A

- The subcontractor listed above is an individual and has no other principals.
- The subcontractor listed above is an individual or an entity and has principals, and their names and titles are identified below (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Check this box if additional Schedule B pages are attached.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

**LOCAL BUSINESS PREFERENCE FORM  
(ATTACHMENT B)**

# AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information is true and correct and includes all material information necessary to identify and explain the operations of

METALCRAFT MARINE US INC

Name of Firm

as well as the ownership and location thereof. Further, the undersigned agrees to provide complete and accurate information regarding ownership in the named firm, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents in association with this contract."

**Local Business Preference Program:** Please indicate the Local Business Enterprise status of your company. Only one box must be checked:

LBE     Non-LBE

- A Local Business Enterprise (LBE) is: (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura 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. "Headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties.
- A Non-LBE is any business that does not meet the definition of a LBE.

Signature: Jay ML

Title: SALES

Printed Name: JAY MILNER

Date Signed: MAR 8/2018

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

~~PROVINCE~~ ~~ON~~ ~~CALIFORNIA~~  
State of ~~California~~ ONTARIO  
County of FRONTENAC

On MAR 7/2018 before me, BOB CLARK CONTRACTS MGR  
(insert name and title of the officer)

personally appeared [Signature]  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)

**IRAN CONTRACTING FORM  
(ATTACHMENT C)**

# IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

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)). A bidder who "engages in investment activities in Iran" is defined as either:

- A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for a new contract or for the renewal of an existing contract, he or she is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

**California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).**

To comply with the Iran Contracting Act of 2010, the bidder shall complete and sign ONE of the options shown below.

## OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

Name of Bidder/Financial Institution (Printed): METACRAFT MARINE US INC

Signed by: R Clark (Authorized Signature)

BOB CLARK (Printed Name)

CONTRACTS MANAGER (Title of Person Signing)

## OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to submit a bid for, or enter into, or renew, a contract for services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Name of bidder/Financial Institution (Printed): \_\_\_\_\_

Signed by: \_\_\_\_\_ (Authorized Signature)

\_\_\_\_\_ (Printed Name)

\_\_\_\_\_ (Title of Person Signing)

**SPECIFICATION  
(ATTACHMENT D)**

## Davies, Michelle

---

**From:** Cummings, George  
**Sent:** Thursday, April 19, 2018 11:00 AM  
**To:** Davies, Michelle  
**Cc:** Graychik, Mike; Capodanno, Michael  
**Subject:** FW: LA Port Bid No. F-1015

---

**From:** Jay Milner [<mailto:jay.m@metalcraftmarine.com>]  
**Sent:** Thursday, April 19, 2018 10:57 AM  
**To:** Cummings, George  
**Cc:** Bob Clark  
**Subject:** LA Port Bid No. F-1015

Hi George,

First of all, we apologize for not filling out the boxes.

MCM fully complies to and does not require any deviations to the Spec list.

Cheers,

Jay Milner  
Project Manager/Sales  
MetalCraft Marine Inc.  
347 Wellington St.  
Kingston, ON  
K7K 6N7  
Canada  
O 1-613-542-1810 X 1024  
F 1-613-542-6515  
C 1-613-536-8315  
TF 1-800-410-8464  
[www.metalcraftmarine.com](http://www.metalcraftmarine.com)

CITY OF LOS ANGELES  
SPECIFICATION

PORT POLICE MULTI MISSION MEDIUM RESPONSE VESSEL

**NOTICE:** Complete all sections of the specifications by insertion of "As Specified" or state deviations and exceptions where relevant in the right hand column.

**GENERAL:**

It is the intent of these specifications to describe the construction, outfitting and equipping of a 42 foot duo prop inboard/outboard mono hull Port Police multi-mission response vessel. The vessel shall have the following characteristics:

- Power 2 x 480 bhp
- Max. speed Approx. 36 knts @ 100% rated power
- Economical Cruise speed Approx. 25 knts @ 55% rated power
- Cruise speed Approx. 32 knts @ 85% rated power
- Min. Idle speed 5 knots
- Propulsion duo prop inboard/outboard drive systems
- Fuel capacity 400 gallons
- Construction of 5083 Marine grade aluminum
- Passengers 20
- Crew 2
- Construction Standard USCG, Subchapter T

The vessel shall be operated to maintain a load profile commensurate with the engine manufacturer's rating parameters.

Estimated speed in calm water, clean hull, and conditions not exceeding engine rating specification, laden with 100% fuel and fresh water, and 20 personnel.

The vessel is to be suitable to operate in conditions including air temperatures from 35° F to 86°F, and seawater temperatures 40° to 80°F. This range of temperatures is commensurate with the geographic parameters for the vessels normal operation.

The vessel construction shall be in accordance with the following primary documentation:

- USCG 46CFR, Subchapter T, as applicable for service for vessels limited to operate on a Coastwise route.
- Vendor supplied construction drawings.

Comply: ( )  
Deviation:

- Specification: Doc. no T20W135P-DOC-001, including any revisions.

Interested marine contractors with a minimum of five years experience building large vessels (40ft or greater) should submit bids. All contractors must be bonded. The vessel must be completed to the Purchasers specifications and satisfaction prior to the delivery date. The vessel must be completed within ten months of the approval of the purchase order. Delivery of the vessel will be taken upon the successful sea trial, no later than ten months from the acceptance of the purchase order. The vessel must meet the following specifications and comply with all United States Coast Guard regulations and commercial vessel standards.

The vessel shall be complete in all respects, except as specifically noted in sections herein, fully equipped and fitted out by the Contractor in accordance with best marine practices, complying with all of the relevant rules and regulations of the United States Coast Guard Subchapter T vessels and other regulatory requirements listed herein.

This document describes the general specification of the vessel; however, if USCG requirements differ from these specifications, then such requirements shall take precedence over this specification to ensure that the vessel complies with the specified rules.

The vessel shall be designed and constructed to comply with stability and construction standards of the US Coast Guard, Subchapter T, for vessels limited to operate in Coastwise waters, whilst carrying 20 passengers and 2 crewmembers. Hull scantlings shall be determined using 46CFR parts 166 to 199. Design pressures will be based on a design speed of 33 knots with a significant wave height of 1 meter (3.3 ft).

The vendor shall be responsible to procure design and construction drawings and information. The vendor will retain the copyright to the design and contents of all technical material and information supplied. No part shall be used in any way whatsoever, reproduced or modified in whole or in part without their written permission.

All materials shall be of good quality and suitable and fit for the purpose intended. It is intended that machinery components shall be selected that shall give best service with the least amount of maintenance. The machinery and equipment shall be installed complete and ready for operation. The Builder shall construct the

<p>vessel in a manner consistent with best trade practices and in accordance with best commercial quality finishing, consistent with the industry standards which would be applied for the construction of similar hull vessels using modern technology. The Builder shall ensure that only suitably skilled and experienced employees or sub Contractors be engaged to work on the vessel. All materials and equipment used on the vessel shall be in accordance with the specification and drawings supplied unless alternatives are approved. For other materials and minor items of equipment not specified, the Builder shall ensure that they comply with the requirements of USCG and are in accordance with good shipbuilding practice and lightweight in design.</p> <p><b>Alternatives</b> - The Builder may wish to propose alternative materials, equipment, or methods, which would be more economical and/or practical for them to supply and fit. In such case they should discuss alternative solutions with the Designer and Purchaser's representative for approval prior to implementation. Equipment marked "or equal" may be substituted for equivalent quality items, subject to approval by the Designer and Purchaser's representative. The onus shall be on the Builder to ensure that the replacement incurs no sacrifice in quality, manufacturer's warranty, or in the vessel's performance. The Purchaser shall have the right to make changes, alterations and additions to the specification, but changes must be requested in writing. Any variation to the drawings or specification that is proposed by the Builder or the Purchaser, shall be documented on an Engineering Change Proposal (ECP) document, and signed by all parties, prior to implementation.</p>	
<p><b><u>PROPOSED USE:</u></b>          The vessel will be used for patrolling, multi mission and dive operations. It will operate along the southern California coast, in Coastwise waters.</p>	<p><b>Comply:</b> ( )  <b>Deviation:</b></p>
<p><b><u>PERFORMANCE REQUIREMENTS:</u></b>          The vessel shall be capable of performing the following tests while carrying all of the specified equipment and payload:</p>	<p><b>Comply:</b> ( )  <b>Deviation:</b></p>
<p><b><u>HULL:</u></b>          The vessel shall be a mono hull design. The vessel will incorporate into the centerline delta pad by way of the transom; that provides significant additional lift to be capable of carrying heavier loads,</p>	<p><b>Comply:</b> ( )  <b>Deviation:</b></p>

providing quicker time to plane and using less fuel. The vessel is to have a non-bow up transition to planing speeds for better visibility and also provide a maximum bow up trim angle to rarely exceed 6 degrees. The vessel will also have a push knees box assembly with a pre-designed crumple zone with integrated windlass system and anchor roller.

The vessel hull shall be of all 5083 welded alloy construction in accordance with the regulations of USCG B 928, and shall conform to the scantlings as shown on the plans. All aluminum and filler material will be of shipbuilding quality, with appropriate mill certificates as required by USCG. The structures shall be built to ABS welding standards and shall meet and/or exceed ABYC standards.

Limber holes shall be provided in the structure of the hull to prevent accumulation of condensation water in the hull, other than at bilge suction points. Scuppers shall be fitted through the gunwale and side plating to drain deck water from the aft deck directly overboard. Scuppers and drains shall have suitable fairings to prevent spray from entering into the boat via the openings.

All structural aluminum plating shall be 5083 sawn plate. MIG filler wire shall be AA5356. These alloys are high quality marine grade as required by USCG. All welders shall be certified to vendor weld procedure as approved by the USCG. All welding shall be electric arc type using either MIG or TIG process. All welding shall meet the requirements of the USCG. All welding shall be graded to ISO 10042 Level D. High spots in weld beads on plate welds below waterline shall be ground to be flush with surrounding welding. Deck plating welds shall have high spots removed on the external side of the plating. Grinding shall not be done to the detriment of the required strength at the joint. Each side of the vessel will be fitted with port and starboard – vertical hull strakes welded into the freeboard, integrated into the hull, for added side hull strength and protection.

The hull will be fitted with a replaceable collar from push knee box port bow, extending to port quarter and from push knee box starboard bow to starboard quarter. The forward ends shall be neatly faired into the hull. The aft ends shall terminate at the stern and around the swim step. The collar will be made of a material that is equal or superior to boat collars manufactured by Gilman Corporation. The collar will be able to be removed from the hull with standard tools and without the use of a cutting torch or any type of hot work.

The vessel shall be fitted with spray rails as required.

Dimensions

- |                                    |        |
|------------------------------------|--------|
| 1. Length Overall (less swim step) | 42' 9" |
| 2. Beam Overall                    | 13' 8" |
| 3. Draft                           | 2' 4"  |

**PILOTHOUSE AND CABIN:**

A pilothouse shall be fitted as per the General Arrangement Drawings. The main pilot position and controls shall be determined with a wheelhouse mock-up approved by Purchaser prior to installation. The instrument console shall be fabricated from marine plywood and/or aluminum honeycomb panel on an aluminum frame. The instrument console shall have a dull dark, matte colored laminate finish and shall house all the vessel controls, navigation and communication equipment. The electrical distribution and switch panels shall be fitted on the instrument console.

All instrumentation shall be installed to reduce glare and provide maximum visibility to the captain. Final configuration shall be to Purchaser's recommendations and approval. The cabin will have an above average height clearance of 6'10" in the main cabin and 6'4" in the cuddy cabin to allow officers to wear their helmets without touching the ceiling.

The pilot house will be fitted with a *Bentley* Mariner Large Helmsman seat. The helm seat will be mounted on a Garelick mount and swivel. All windows will be *Diamond Seaglaze* style fit in extruded aluminum frames. All glass will be Toughened Safety Glass. The thickness of the glass will be as per USCG rules. The forward Windshield glass will have in glass electric defrosters installed.

All exterior door hardware shall be best quality stainless steel. All exterior doors will be fitted with stainless steel locksets, keyed alike, and supplied with 2 keys per door. Aluminum exterior doors, *Diamond/Seaglaze Type 150 windows* shall be fitted to the vessel. All doors shall have 6" sills.

The main deck inside of the cabin and focsle will be level and all outside decks will have camber. The fore deck will have sheer and camber. The aft deck will have port and starboard raised engine room air intakes, port and starboard storage/seat boxes and one or two large engine hatch(s) large enough for engine removal. A flush forward deck and raised bussel will provide above average cabin height clearances, of 6'10" in the main cabin and 6'4" in the cuddy cabin. All decks will be designed to

**Comply: ( )**  
Deviation:

eliminate standing water. The Builder shall provide and install all joinery work specified and listed herein and on the plans. The completed joinery system and furniture installation shall be comparable to commercial marine practice. The colors and styles of all interior finishes shall be based upon one color selected by the Purchaser. All corners of furnishings shall be well rounded and there shall be no sharp protrusions in the passenger area.

Interior Insulation 2" fiberglass of density not exceeding 1.5 lb/cub ft, with white scrim face thermal insulation shall be fitted on the overhead of the wheelhouse and main cabin. All seams shall be taped to form moisture barriers. All insulation shall be secured in place by pins and caps. 1" fiberglass of density not exceeding 1.5 lb/cub ft, with white scrim face thermal insulation shall be fitted in the areas of the heated deck. All seams shall be taped to form moisture barriers.

All Interior hardware shall be SS and of good marine quality unless otherwise specified in the specification. Manufacturer recommended paneling, trim and headliner. Interior cladding system which is easily removable and repairable. The color will be selected by purchaser. Flooring shall be Removable Rubber matting to be installed. The stairs leading to the forward V-berth will be painted with no skid paint, along with hand rails for safety. There will be an integrated stairwell, connected from the main swim step, leading up to the main deck.

The vessel will incorporate stowage into the rear port and starboard raised engine room vents.

**CONTROLS:**

A single-station fully integrated digital throttle and shift with function electronic control system will be fitted to the vessel per manufacturer recommendation. The following areas will be fitted with controls:

- Main helm

Miscellaneous equipment

- 3 x Intra Corp. Roca W-25 Wiper motors

**Comply: ( )**  
Deviation:

**GALLEY EQUIPMENT:**

The following galley equipment will be fitted:

- 1 x sink with hot and cold water faucet in the galley
- 1 x Microwave.
- 1 x AC/DC 6. Cu-ft refrigerator
- 1 x 2 burner stove

**Comply: ( )**  
Deviation:

<p>Installation of the refrigerator shall be accomplished to assure a structural connection to bulkhead frames/stiffeners with Anti Rattle latches 2221 10-1 to prevent movement in a seaway.</p>	
<p><b><u>DECK HATCHES:</u></b></p> <p>The vessel will be fitted with flush, quick acting, hinged and dogged watertight hatches. The hatches shall be <i>Freeman Marine</i> K style hatches with integral tee handle. Each hatch will be fitted with ½” pipe drains to prevent collected water from spilling into the compartment below. The drains shall lead directly overboard. Equipment located below a hatch opening shall be protected from direct water spillage from the above deck when hatch is open. Hatches shall be located clear of main deck traffic areas whenever possible. Engine room hatches shall be located to ensure safe escape from the engine room.</p> <p><i>Freeman</i> hatches will be fitted in the following places:</p> <ul style="list-style-type: none"><li>• Bow center 15 X 24 fore peak K Style</li><li>• Aft Lazerrette 24 X 24 fore peaks K Style</li></ul> <p>Flush fitting water tight soft patch hatches will be fabricated in the deck for removal of equipment and tanks. The soft patch hatches will be sealed and secured with 316 stainless steel bolts and nuts from the underside of the hatch.</p> <p>Soft patches will be fitted in the following areas:</p> <ul style="list-style-type: none"><li>• Main deck area</li></ul>	<p><b>Comply: ( )</b> Deviation:</p>
<p><b><u>HANDRAILS AND LADDERS:</u></b></p> <p>Full perimeter bow and stern handrails will be provided, and inboard railings by way of the wheelhouse will meet ABYC regulations.</p>	<p><b>Comply: ( )</b> Deviation:</p>
<p><b><u>SWIM STEP:</u></b></p> <p>A swim step shall be fitted across the transom, approximately 12” above the loaded waterline to accommodate the outdrives. The vessel will also provide a sufficient swim ladder integrated into the swim step.</p>	<p><b>Comply: ( )</b> Deviation:</p>
<p><b><u>ACOUSTICAL INSULATION:</u></b></p> <p>Proper Insulation will be provided to meet OSHA Requirements.</p>	<p><b>Comply: ( )</b> Deviation:</p>

**HVAC AND VENTILATION:**

**HVAC** The cabin will be fitted with a forced ventilation system, consisting of one 110 V AC, 2-Cruisair Marine Dometic 16,000 BTU Complete system(s). Fresh air will be drawn from inside through recirculation vents. The heating system will consist of 4 defrost diffusers and 2 air handlers. The HVAC system will be equipped with its own raw water pump, which shall take suction from each having a dedicated sea strainer through a SS butterfly valve and SS raw water Miller-Leaman Inc. Thompson strainer. Hull spaces: Natural ventilation by means of recommendations from manufacturer.

**Engine Room Ventilation** Engine rooms shall be fitted by means of recommendations form manufacturer.

**Comply: ( )**  
Deviation:

**ANCHOR SYSTEM:**

One anchor, chain and line shall be supplied integrated into the push knee box assembly with a Lewmar VG3D Windlass and anchor roller. The anchor shall be a *Fortress FX-23* shackled to 50 feet of 3/8" diameter high test chain and 250 feet of 5/8" *Sampson* anchor line. The anchor shall be stowed on the bow, and the chain and rope shall be stowed in a locker below deck in the forepeak. The bitter end of the anchor line shall be attached to a strong point in the forepeak.

**Anchor system package** One electric powered aluminum *Lewmar VG3D* windlass to house the anchor rode will be supplied and fitted. Anchor winch will have a cross port relief and freewheeling capabilities. The anchor line end will be permanently connected to the anchor winch. An opening in the foredeck to route the anchor rode and chain from the anchor winch shall be provided aft of the forward bulwark and push knees. The opening shall be structurally reinforced and lined with UHMW chafing material. Additional side rollers will be installed at the bow to prevent chain or rope from jumping out of guide during side pull conditions.

**Comply: ( )**  
Deviation:

**ENGINES AND PROPS:**

The vessel will be propelled by twin diesel engines driving duo prop, fixed pitch propellers via inboard/outboard drives.

2 Electronic throttle, high efficiency, low emission diesel engines that meet or exceed all federal state and local emission standards shall be fitted.

Make Cummins  
Model QSB 6.7 L Service  
Rating 480 @ 2500 rpm

Standard equipment shall include:

**Comply: ( )**  
Deviation:

- Heat Exchanged cooled
- Walker Air/Oil Separator - Silencer
- 12v Alternator
- Vessel View Digital Display
- Command & Control Module - DTS
- DTS Twin Engine Throttle Head 12 V starter
- Painted finish

Each engine will be fitted with a *TD 5075 Marine* gears.

Standard equipment will include:

The engine supplier shall supply a Torsional Vibration Analyses, including all components of the drive train.

The main engines shall be installed as per the recommendations and requirements of and under the supervision of the manufacturer's technical representatives.

The main engines shall be arranged for key operated start and stop from the helm station.

The engines shall be handed opposite, to enable servicing on the most accessible side of the engine.

The main engines will be plumbed with a flexible oil drain hose fit with a shut off valve and quick-connect coupling at the lowest point of the oil pan for maintenance purposes. The engines will be fitted with Engine Fast Lube Oil Change system.

All rotating machinery, such as remote mounted pumps, shall have aluminum fabricated safety guards fitted to adequately protect crew from injury. The guards shall be lightweight and easily removable to facilitate inspection and servicing.

Propulsion will be 2 *Konrad 680 HD duo props*, *fix* pitched and balanced. The builder will also provide 2 spare *Konrad 680 HD duo* props to be used as replacements in the event failure or maintenance issues arise.

Diameter TBD

Pitch TBD

Propeller Material SS

The gear coupling will be connected directly to via a Spicer 1610 driveshaft.

<p>The shaft seal will be mounted in the lazerrette bulkhead.</p>	
<p><b><u>DRIVELINE SHOUDS:</u></b> The prop shafts shall have aluminum fabricated safety guards fitted to adequately protect crew from injury. The guards shall be lightweight and easily removable to facilitate inspection and servicing of the shaft seal.</p>	<p><b>Comply: ( )</b> Deviation:</p>
<p><b><u>GENSET:</u></b> One 10 kW Onan genset shall be fitted in the engine room. The engine shall be fitted with a 12V DC starting system. The diesel engine shall be fitted with an automatic shut down as supplied by the manufacturer. The generator shall be fitted with a single <i>Racor</i> filter. The Genset will power the A/C Unit with %15 reserve for other operations.</p> <ul style="list-style-type: none"><li>• Make Onan</li><li>• Model 10 kW diesel</li><li>• Voltage 2- 30A / 120 VAC</li><li>• Single Phase 120 VAC</li></ul> <p>Standard equipment shall include:</p> <ul style="list-style-type: none"><li>• 12 volt DC starter motor</li><li>• Shutdown with diagnostic indicator light o High engine coolant temperature<ul style="list-style-type: none"><li>o High exhaust temperature</li><li>o Low oil pressure</li><li>o Over speed / voltage</li><li>o Starter over crank</li><li>o No raw water flow</li></ul></li><li>• Vibration absorbing mounts</li><li>• Clutch able front PTO with flexible coupling SAE B</li></ul> <p>The genset will be plumbed with a flexible oil drain hose fit with a shut off valve and quick-connect coupling at the lowest point of the oil pan for maintenance purposes.</p>	<p><b>Comply: ( )</b> Deviation:</p>
<p><b><u>FUEL SYSTEM:</u></b> SS ball valves and USCG approved hose tails shall be used for all fuel lines outside the tanks. Long straight runs will be plumbed in 304 SS tubing. Each engine room shall a have supply line fit with an automatic shut off valve at each tank, and a remote controlled cable to enable the valve to be shut from outside of the tank space. Cable levers shall be properly labeled. Each main engine supply line shall be fitted with duplex</p>	<p><b>Comply: ( )</b> Deviation:</p>

*Racor 75/1000 MAX* fuel filter. Each filter shall be fitted with a drain valve.

**Fuel Tanks** - Two removal fuel tanks will be fitted. The fuel tanks will be fabricated to be easily removable to the hull as per USCG regulations. Capacity will be approximately 200 gal each. Each tank will be inspected during construction and witnessed by the Purchaser Pressure testing be done per the USCG regulations 46 CFR 182.435 and witnessed by the purchaser. Fuel tanks shall be thoroughly cleaned of all debris, weld spatter and other foreign matter prior to initial filling and shall be kept closed thereafter until ready for use. Filling of the fuel tanks will be affected through fillers located on the aft deck. The filling station for each tank will enable spilt fuel to be contained in a cofferdam. Fuel filler caps to be either threaded or cam type. Fuel tank vents shall be located in a coffer dam with the fills. All vents directly exposed to weather shall terminate in a return bend, and shall be fitted with ball check valves. Fuel vents shall be fitted with bronze flame screens. The size of the vent will be as per the USCG regulations (182.450). Each tank will have a connection for draining of water in the lowest part of the tank. Filling of the fuel tanks will be affected through fillers located on the aft deck. The filling station for each tank will enable spilt fuel to be contained in a cofferdam. Fuel filler caps to be threaded with cap attachment chain.

**ENGINE AND GENERATOR COOLING SYSTEMS:**

Each engine will be fresh water cooled and fitted with a heat exchanger connected to seawater supply piping. The seawater discharge will be into the wet exhaust system via a mixing (wet) elbow. Engine jacket water (antifreeze coolant) will be supplied by engine manufacturer.

**Engine Raw Water** Each engine will be equipped with its own raw water pump, which shall take suction from a dedicated sea chest through a 1-1/2" SS butterfly valve and 1-1/2" SS raw water Miller-Leaman Inc. Thompson strainer. The main engine cooling circuit shall serve the main engine and transmission. The transmission cooler shall be piped to the main engine by the engine vendor. The raw water shall be discharged from the engines through water-cooled exhaust elbows supplied with the engines (see engine exhaust). Provision will be made for easy inspection and cleaning of the strainers. All flexible connections will be double clamped.

**Genset Raw Water** The generator engine will be equipped with its own raw water pump, which shall take suction from a dedicated sea chest thru a 3/4" SS ball valve and a 3/4" SS raw water Miller-Leaman Inc., Thompson sea strainer. The raw water shall be discharged from

Comply: ( )  
Deviation:

<p>the engines through water-cooled exhaust elbows supplied with the engines (Genset exhaust). Provision will be made for easy inspection and cleaning of the strainers. All flexible connections will be double clamped.</p>	
<p><b><u>EXHAUST SYSTEM:</u></b></p> <p>Each main engine will be fitted with a <i>Centec</i> water-lock exhaust system. An engine-supplied wet exhaust elbow will mix seawater-cooling water from the engine with the exhaust gas. The wet exhaust gas will discharge through heat resistant glass fibre piping, lift muffler and connect via a flexible hose to an aluminum pipe welded to the side of the vessel in the engine compartment. The systems will be installed to be within the engine manufacturer's backpressure requirements. The systems will be installed to protect the engines from back filling with seawater.</p> <p>The generator shall be fitted with a <i>Centec</i> water-lock wet exhaust system. A generator-supplied wet exhaust elbow will mix seawater-cooling water from the engine with the exhaust gas. The wet exhaust gas will discharge through heat resistant glass fibre piping, lift muffler and connect via a flexible hose to an aluminum pipe welded to the aft out board corner of the vessel. The systems shall be installed to be within the generators manufacturer's backpressure requirements.</p>	<p><b>Comply: ( )</b> Deviation:</p>
<p><b><u>STEERING SYSTEM:</u></b></p> <p>A hydraulic steering system will be installed as per the manufacturer recommendation. It shall incorporate the installed autopilot. The system will be plumbed with SS hydraulic tubing, flexible hoses, DARB valve and isolation valves.</p>	<p><b>Comply: ( )</b> Deviation:</p>
<p><b><u>SOUND INSULATION:</u></b></p> <p>Engine room will be insulated for noise reduction and sprayed with barrier coat.</p>	<p><b>Comply: ( )</b> Deviation:</p>
<p><b><u>PLUMBING</u></b></p> <p>Piping systems and diameters shall be in accordance with ABYC requirements. Runs of pipe work shall, as far as possible, be kept clear of work or access areas, etc. Pipes shall be secured to the vessel's structure by suitable blocks. Pipe runs shall be connected with short runs of suitable hose to facilitate removal. Where aluminum pipes pass through shell, bulkheads or deck, a short length of the pipe with suitable flange doublers shall be welded into the structure. Outlet pipes</p>	<p><b>Comply: ( )</b> Deviation:</p>

to be led overboard at convenient points and the number of outlets to be kept to a minimum. Outlet piping led to the hull should so far as possible be led to the inside of the vessel and discharge overboard into the tunnel. Overboard piping to be combined as far as possible, leading to skin fittings and stainless steel non-return valves at the hull penetration points. Only corrosion resistant USCG approved materials shall be used. All metallic piping shall be bonded to the hull. Where pipe runs are connected with short runs of suitable hose, these hose junctions shall be jumped with suitable bonding wires. All dissimilar metals connected in piping will be suitably insulated electrically. The system layout of the vessel will be coordinated with Purchaser's representative.

**FRESH WATER SYSTEM:**

All fresh water piping shall be CPVC. Freshwater shall be stored in a 50 gallon polypropylene freshwater tank fitted below the main deck. The tank shall be filled thru a SS fitting on the main deck. The freshwater supply line shall be fitted with a 15 GPM *Jet type* water pump and an accumulator. Fresh water shall be supplied to the following:

- 10 Gallon hot water tank
- Aft deck shower Hot and Cold
- Galley sink Hot and Cold

**Comply: ( )**  
Deviation:

**BLACK WATER SYSTEM:**

The vessel will be fitted with one *Jabsco electric* toilet, electrically operated, flushed with seawater, plumbed directly into the black water tank. The toilet flushing water will be supplied by a *Jabsco electric* salt water pressure system. The black water holding tank and drain line will be fitted with a salt water back flushing line. The vessel will be fitted with a 25-gallon polypropylene black water tank. The tank outlet shall be fitted with deck mounted standpipe with a male 1-1/2" cam lock fitting and female cap to allow discharge of the tank into a shore-side facility. The tank shall be plumbed with a USCG approved Y valve and overboard discharge with Macerator pump. The black water system shall be supplied with PVC plumbing as required by USCG.

**Comply: ( )**  
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**NAVIGATION EQUIPMENT:**

- The following shall be provided and installed:
- Ritchie Globe Compass with light
  - 2 x *ICOM 506 VHF DSC - FCC- Transceiver*
  - 1 x Morad, Heavy Style VHF Hot Rod Antenna
  - 1 x Shakespeare 4187 SS mount

**Comply: ( )**  
Deviation:

<ul style="list-style-type: none"><li>• 1 x electronic air horn</li></ul>	
<p><b><u>BILGE SYSTEM:</u></b> Each watertight compartment aft of the collision bulkhead shall have a <i>Rule</i> 12V DC automatic/manual submersible pump for housekeeping, connected to a float switch and a drain overboard. The pumps shall be mounted at the lowest accessible point in the compartments with bows slightly trimmed up. An audible alarm and warning lamps shall be fitted at the helm station operated from float switches. Override switches shall be fitted in the helm area. The bilge pumps shall be connected to a 12-hour power supply. A <i>Whale gusher</i> hand bilge pump will be supplied for dewatering the forepeaks.</p>	<p><b>Comply: ( )</b> Deviation:</p>
<p><b><u>BOLLARDS AND CLEATS:</u></b> Mooring bitts shall be installed on the port and starboard parallel to the bulwark. The mooring and towing bitts shall be installed on the main deck aft and forward.</p>	<p><b>Comply: ( )</b> Deviation:</p>
<p><b><u>FIRE EXTINGUISHER SYSTEM:</u></b> Each engine room shall be fitted with the appropriate fire suppression system, to include appropriate alarms and pull station at the helm. The system shall be installed to control the ventilation system and shut down the main engines. All extinguisher brackets shall be anti corrosion marine type. Signs to identify all fire fighting appliances and their location shall be installed.</p>	<p><b>Comply: ( )</b> Deviation:</p>
<p><b><u>CORROSION CONTROL:</u></b> The vessel's hull shall be bolted and fitted to aluminum anode brackets per ABYC calculation/regulations.</p>	<p><b>Comply: ( )</b> Deviation:</p>
<p><b><u>ELECTRICAL SYSTEM</u></b> All electrical wire and cable shall be spec'd to meet and/or exceed ABYC standards.</p> <p>The complete electrical, normally current conducting, system shall be an above earth, two-wire system. The AC and DC electrical systems shall have a dedicated bond wire to the hull. The builder will use Bluesea systems components for battery interconnect switches and for any other electrical installation systems where available.</p> <p>All cables shall be adequately protected against mechanical damage, chaffing, heat, corrosion, and wherever possible be installed clear of</p>	<p><b>Comply: ( )</b> Deviation:</p>

bilges. The cables between engine rooms and wheelhouse shall be neatly fastened to aluminum cable trays fitted below deck.

Cable penetrations through bulkheads and decks must have adequate sealing arrangements to maintain water and where appropriate, fire integrity.

Cabling and installation must comply with the USCG regulations.

Wiring diagrams of the vessel's electrical system will be reviewed by Purchaser's representative prior to installation. The Builder shall supply a complete set of as-built wiring diagrams of the vessel's electrical system on delivery of the vessel in digital format (PDF).

Electrical control panels must be provided containing all necessary controls and starters for the proper control and running of all systems. Circuit breakers shall be mounted in the panel and to be used for switching of circuits. Provision must be made for at least four spare circuit breakers on each of the DC panels.

Care shall be taken to not mount electrical equipment under the exhaust and engine room vents.

#### **DC**

All batteries shall be sealed, low-maintenance type. Battery banks shall be installed in vented, non-metal lined, plastic boxes. The battery boxes shall have lids and be strapped into place.

An isolating switch shall be placed as close as practicable to each battery set. Automatic charging relays shall be installed between the engine start batteries and the services battery.

Provision is to be made to supply power to the bilge pumps when the normal service distribution is isolated.

One 12V starting battery system shall be supplied for each engine room. The automatic charge relay electrical system shall allow the battery banks to be paralleled for emergency start. Batteries shall be charged from the two main engine fitted alternators.

A 12V house battery bank shall be installed to supply the vessel's DC systems. The house battery bank shall be charged by the two main engine alternators through the automatic charging relays. The Outback inverter will charge the batteries when on shore power. See AC electrical.

The 12V DC electrical system shall supply power to the following equipment:

- DC Circuit breaker/switch panels
- Main engine start and monitoring
- Toilet flush control
- Bilge pumps
- Wipers
- electric air Horn
- Electronics
- Navigation lights
  - o Masthead light
  - o Port light
  - o Starboard light
  - o Stern light
  - o Anchor light
  
- DC lights
  - o 8 x Interior cabin lights
  - o 2 x Below deck compartment lights
  - o 4 x Deck flood lights
  - o 2 x Day / night pilot house lights

The navigation lights shall be individually controlled from the wheelhouse switch panel.

The generators will be started by the 12V battery banks located in each engine room.

#### AC

The AC installation shall consist of two supply sources. Shore power shall be 120V 1Ø, 50A, 60 Hz., and Generator Package that shall be 120V 3Ø, 10, 60 Hz. The system shall be Neutral Earth but non-hull return. The shore power will be provided thru a *Charles transformer*. The AC panel will be fitted with a ground fault indicator gauge. The vessel will be fitted with Charles Industries ISO transformers, appropriately sized for the load and size of the vessel.

The AC power system shall power the following:

- AC Circuit breaker/switch panel
- AC outlets located throughout the vessel as follows:
  - o 1 x power outlets in the cuddy cabin
  - o 2 x power outlets in main cabin
  - o 1 x power outlet in the exterior

<p>The 50A 120V shore power inlet will be installed in the aft main cabin bulkhead.</p>	
<p><b><u>ELECTRONIC EQUIPMENT:</u></b> The following electronic equipment shall be supplied and fitted:</p> <ul style="list-style-type: none"><li>• 1 x RD33 Color WAAS/GPS Navigator w 4.3" Color LCD</li><li>• 1 x Flush mount stainless transducer</li><li>• 1 x Furuno FA50 AIS class B transceiver</li><li>• 1 x Furuno Satellite compass wired into system in lieu of heading sensor</li><li>• 1 x GP33 Color WAAS/GPS Navigator w 4.3" Color LCD</li><li>• 1 x Furuno 24 mile HD Raydome</li><li>• 1 x Furuno 14" TZT Color LCD touchscreen Chart Plotter Receiver</li><li>• 1 x Furuno FH3000 Hailer with talk balk feature</li><li>• 1 x Simrad AP 24 autopilot</li><li>• 1 x FLIR M617CS</li></ul>	<p><b>Comply: ( )</b> Deviation:</p>
<p><b><u>LIGHTING:</u></b> The following lighting shall be supplied and fitted:</p> <ul style="list-style-type: none"><li>• 6 x Pilot house LED Red/White Dome lights</li><li>• 3 x Cuddy cabin LED Red/White Dome lights</li><li>• 4 x Imtra LED deck flood lights, 1 port, 1 stbd, 2 aft</li><li>• 2 x Emergency Blue lighting</li><li>• Orca Green Marine LED Navigation lighting, per Colreg specs</li><li>• ACR 300 searchlight</li></ul> <p>The Purchaser shall assist with the placement of the above equipment to suit the Purchaser's requirements and operation. (<i>Overhead electronics locker placement, any other electronic equipment</i>)</p>	<p><b>Comply: ( )</b> Deviation:</p>
<p><b><u>NAVIGATION LIGHTS AND EQUIPMENT:</u></b> Shall be U.S. Coast Guard approved for International waters.</p> <p>RAM (restricted ability to maneuver) lights in accordance with the COLREGS shall be provided. The builder will incorporate and install the <i>Radiation Solutions Rapid Plus and Rs-700 system</i>, which will also include the appropriate training from the vendor. A flag flying system shall also be installed.</p>	<p><b>Comply: ( )</b> Deviation:</p>
<p><b><u>ARCH AND RADAR TOWER:</u></b> An aluminum radar arch and mast shall be mounted on to brackets that are welded to the housetop. The arch shall support mounts for radar</p>	<p><b>Comply: ( )</b> Deviation:</p>

antennas port, starboard, and centerline. The vessel requires a proper Mast for the use of RAM lighting to include proper separation.	
<b><u>LIFE SAVING EQUIPMENT:</u></b> The following equipment shall be supplied and fitted: <ul style="list-style-type: none"><li>• Appropriate Life Ring to be provided</li><li>• Appropriate Elliot Life Raft to be provided</li><li>• Appropriate Life Jackets to be provided</li></ul> The adult life jackets will be stored in main cabin.	<b>Comply: ( )</b> <b>Deviation:</b>

**PAINT AND COATINGS**

All exterior surfaces above the waterline shall be bare aluminum. Care will be taken to provide high standard commercial quality aluminum, with minimal surface defects and scratches. Antifouling shall be painted to approximately 4" above the loaded waterline. The bottom paint process and material used will be followed according to the attachment of this document (last page).

**Sandblast / Cleanup** The Builder shall remove or seal off machinery, equipment and interior openings whenever sandblasting is done nearby to prevent possible damage to any machinery or equipment from any abrasive grit, filings or dust. All surfaces below the waterline to be painted shall be abrasive blasted to Sa 2½ ISO 8501-1, or otherwise as specified by the manufacturer. It shall be immediately coated with the first primer coat.

**Paint Preparation** All surfaces to be painted shall be prepared as specified by the manufacturer. Before the application of any coat, all bare spots in the preceding coat shall be touched up. Any welds, weld burns or other damage to the paintwork on the exterior hull are to be by power tool or abrasive blasted to restore to near white condition. Prior to re-painting, all oil and grease are to be removed and all surfaces are to be perfectly clean and dry to the paint manufacturer's recommendations.

**Bottom Paint** Painted surfaces below the water line shall be painted with anti-fouling paint that meets all federal state and local regulations and follows the standards per the attachment. Below the loaded waterline and at least 4" above the waterline, the exterior of the hull, and waterjet intake ducts, will be painted in accordance with the bottom paint attachment and instruction used in this document (see last page). The bottom paint color shall be selected by the Purchaser.

**Deck Paint** Decks and walkways including the outboard cabin shelf shall be coated with an *Interguard 345* Epoxy Deck Coating System. 50 grit *Trivitro* will be broad cast into the *Interguard* and rolled to a consistent texture. Deck paint shall have a border around all topcoat paint. The deck paint color shall be grey.

Comply: ( )  
Deviation:

**NONSKID:**

The entire exposed surface of all exterior decks shall be painted with non-skid marine coating.

Comply: ( )  
Deviation:

**LETTERING AND STRIPING:**

The builder will produce a list of signage for approval by the Purchaser's representative. The vessel name in decal form cut from vinyl shall be installed on each of the bows. The name and port of registry in decal form cut from vinyl shall be installed on the stern. Color to be advised by the Purchaser. Proper signage shall be fitted to doors to stowage areas of first aid kit, lifejackets, fire fighting and other emergency equipment. Any Purchaser furnished graphics, decals and other branding materials to be installed shall be done on a time and materials basis.

**Comply: ( )**  
Deviation:

**LINES AND FENDERS:**

The manufacturer will provide the appropriate number of fenders and lines for the vessel.

**Comply: ( )**  
Deviation:

**CARE AND CLEANLINESS DURING CONSTRUCTION:**

The vessel must be protected from the weather during construction and prior to delivery. The contractor shall take care to preserve the structure, fittings, outfit, paint work, engines, auxiliaries, appliances and apparatus to insure delivery in a satisfactory condition. Measures shall be taken to prevent wear and tear or damage to construction and to prevent corrosion and contamination of machinery parts. All defects, damage and deterioration of the vessel or components that develop during construction, fitting out, and trials, shall be corrected by and at the expense of the contractor.

The vessel is to be maintained in a clean state throughout the building process. At regular intervals the entire vessel is to be cleaned and the tanks and bilges be cleared of all debris, filings and waste. All equipment, including engines are to be properly covered with protective material to ensure that its original clean state is maintained throughout. Special care is to be taken to ensure that all soft fabrics and materials are completely covered with fixed plastic sheeting. Before handing over, the vessel shall be completely and thoroughly cleaned in every detail.

**Comply: ( )**  
Deviation:

**TESTS AND TRIALS**

On completion of the vessel, and prior to launching, the vessel shall be weighed on calibrated load cells, and the measurements recorded. Thereafter, a series of wharf tests and sea-trials shall be carried out at the Builder's yard to confirm that all systems are in proper working order, and that the vessel and its equipment perform in accordance with the contract. A representative of the Purchaser may witness all

**Comply: ( )**  
Deviation:

equipment commissioning. A detailed test procedure will be developed and approved by all parties at least two weeks before tests are to be commenced. Builder shall prepare a sea trials booklet which will include a checklist of systems operations, which shall test at minimum, the following: Structural Watertight integrity of hull, watertight bulkheads, deck, doors, windows, and all other openings into the structure, with hose testing at 30 psi or more. Vibration and noise testing will be carried out throughout the vessel, and any components with excessive vibration will be remedied. Noise testing will be tested against the OSHA standard. Mechanical Engine, shafts, and propellers. Fuel shut offs, and all valves shall be actuated. Fresh water systems shall be pressurized and actuated and checked for leaks Electrical All pumps, motors, controls, function and heat under load, steady state temperature. All electronics. All light's/outlets. Load balance, full load on Genset. Safety Equipment/systems Emergency fuel shut off. All engine alarms Automatic fire extinguishing systems.

**Sea Trails** - The Builder shall conduct the sea trials and shall provide all the necessary personnel, fuel, lubricating oils, fresh water, testing equipment and all other items required for the operation of the vessel on trials. The Builder shall be responsible for collecting all data and furnishing them in proper format to the Purchaser. The Builder shall be responsible to arrange for the attendance of representatives of the equipment suppliers/manufacturers at each of the trials where necessary. Suppliers of main engines, gears, painting, electronic equipment, etc, must sign their approval of the installation and proper working order of the respective systems. All underwater surfaces shall be in a clean state prior to commencement of sea trials. The sea trials will include, but not be restricted to, a series of measurements listed below, which will be done throughout the engine speed range at intervals not exceeding 100 rpm. The sea trials will be done in conditions up to sea state 1, or otherwise at the discretion of the Designer. Engine power output and speed over water. Fuel consumption. Temporary fuel measurement equipment will be installed to accurately measure consumed fuel. Dynamic trim angle The builder shall ensure that all equipment necessary for compliance with the requirements of USCG, be fitted to the vessel

**Stability** - The vessel is designed to comply with stability assuming a 185 lb. person average weight. On completion of the vessel, and prior to launching, the Builder shall perform a deadweight survey of the vessel by weighing the vessel on calibrated load cells. The weighting shall be witnessed by purchaser representative Based on these deadweight measurements, and a calculated VCG, the Designer shall calculate and compile a stability booklet for the vessel in various conditions of loading in accordance with the relevant regulations of USCG.

<p><b>Travel Costs</b> - The Contractor is responsible to pay for travel expenses for up to 3 Harbor Department employees to travel during mid build and final sea trial.</p>	
<p><b><u>WARRANTY:</u></b> The main engines will be supplied with standard manufacturer's warranty, factory manuals in written and digital format. The builder will also provide the diagnostic software and cables for main engines and Genset, if applicable.</p>	<p><b>Comply: ( )</b> <b>Deviation:</b></p>
<p><b><u>NOISE EMISSIONS:</u></b> Interior noise shall comply with the Occupational Safety and Health Act (OSHA) sound level (dbA) requirement in effect at time of award of contract for and eight (8) hour maximum operator exposure time; measured at operators ear with engine at governed RPM.</p>	<p><b>Comply: ( )</b> <b>Deviation:</b></p>
<p><b><u>MANUALS AND CERTIFICATIONS:</u></b> All manuals, warranties and technical documentation as supplied by the manufacturers of equipment shall be provided to the Purchaser upon delivery of the vessel in manual and digital format.</p> <p>Drawings for the purpose of maintenance of the vessel will be supplied following delivery of the vessel. The set of drawings will be as follows:</p> <ul style="list-style-type: none"><li>• General Arrangement, including exhaust system</li><li>• Driveline arrangement</li><li>• Schematic: Bilge and raw water system</li><li>• Schematic: Fuel system</li><li>• Hull penetrations diagram</li><li>• Tank arrangement</li><li>• Electrical load chart</li><li>• DC electrical diagrams</li><li>• AC electrical diagrams</li><li>• Docking plan</li></ul>	<p><b>Comply: ( )</b> <b>Deviation:</b></p>
<p><b><u>DELIVERY:</u></b> Following completion of successful sea-trials and completion of any outstanding work and after the USCG has issued the stability letter the vessel shall be delivered to the Purchaser, ready for operation, at the vendor's dock.</p>	<p><b>Comply: ( )</b> <b>Deviation:</b></p>

<p>Builder shall furnish to the Purchaser the following certificates and documents:</p> <ul style="list-style-type: none"><li>• USCG Certificate of Documentation</li><li>• Stability Booklet</li><li>• Radiotelephony Safety Certificate</li></ul>	
<p><b><u>PERMANENT MARKINGS:</u></b> The builder shall fit, by way of welding it to the hull structure inside an engine room, an inscribed plate with the vessel's documentation number.</p> <p>An inscribed plaque shall be fitted in an appropriate position in the wheelhouse, depicting the names of the builder, designer, vessel, and the launch date.</p>	<p><b>Comply: ( )</b> <b>Deviation:</b></p>



425 S. Palms 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
Eugene D. Seroka Executive Director
Ambassador Vitma S. Martinez President
David Arlan Vice President
Lucia Moreno-Linares
Anthony Piazzi, Jr.
Edward R. Renwick

DATE: March 29, 2018
SUBJECT: BID NO. F-1015, ADDENDUM #1 - BOAT, VESSEL

THAT PORTION WHICH NOW READS IN PART:

LOCAL BUSINESS PREFERENCE PROGRAM - ATTACHMENT B, (pg. 5)

IS HEREBY CHANGED TO:

Revised

LOCAL BUSINESS PREFERENCE PROGRAM - ATTACHMENT B, (pg. 5)

ADD:

Contractor Description Form

NOTE: Please complete, as applicable, the "Contractor Description Form"
In its entirety and return no later than April 5, 2018.

Sincerely,

Handwritten signature of Michelle Davies

Michelle Davies
PROCUREMENT SUPERVISOR

C: Attachment(s):

Company Name: METALCRAFT MARINE

Signature: Handwritten signature

Date: APRIL 5/18

## LOCAL BUSINESS PREFERENCE PROGRAM "REVISED"

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 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.

Contractors 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. The actual amount paid to the lowest bidder will be the price quoted by the lowest bidder meeting specifications.

Contractors who do not qualify as a LBE may receive a maximum 5% preference for identifying and utilizing LBE subcontractors. Contractors may receive 1% preference, up to a maximum of 5%, for every 10% of or portion thereof, of work that is subcontracted to a LBE.

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, Vendor shall complete, sign, notarize and submit the attached Affidavit and Contractor Description Form. The Affidavit and Contractor Description Form will signify the LBE status of the Contractor and any subcontractors.

In the event of Contractor's noncompliance during the performance of the Contract, Contractor 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 Contractor until noncompliance is corrected, and assess the costs of City's audit of books and records of Contractor. In the event the Contractor falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Contractor from participation in City contracts for a period of up to five (5) years.

### Contractor Description Form

**PRIME CONTRACTOR:**

Contract Title: BID No. F-1015 BOAT VESSEL  
 Business Name: METALCRAFT MARINE US INC Award Total: \$ \_\_\_\_\_  
 Local Business Enterprise: YES \_\_\_\_\_ NO \_\_\_\_\_ (Check only one)  
 Address: 583 BROADWAY EAST  
 City/State/Zip: CAPE VINCENT / NEW YORK / 13618  
 County: U.S.A.  
 Telephone: (613) 542-1810 FAX: (613) 542-6515  
 Contact Person/Title: BOB CLARK  
 Email Address: bob@metalcraftmarine.com

**SUBCONTRACTOR:**

Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_  
 Services to be provided: \_\_\_\_\_  
 Local Business Enterprise: YES \_\_\_\_\_ NO \_\_\_\_\_ (Check only one)  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 County: \_\_\_\_\_  
 Telephone: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_  
 Contact Person/Title: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

**SUBCONTRACTOR:**

Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_  
 Services to be provided: \_\_\_\_\_  
 Local Business Enterprise: YES \_\_\_\_\_ NO \_\_\_\_\_ (Check only one)  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 County: \_\_\_\_\_  
 Telephone: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_  
 Contact Person/Title: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

**SUBCONTRACTOR:**

Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_  
 Services to be provided: \_\_\_\_\_  
 Local Business Enterprise: YES \_\_\_\_\_ NO \_\_\_\_\_ (Check only one)  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 County: \_\_\_\_\_  
 Telephone: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_  
 Contact Person/Title: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

**SUBCONTRACTOR:**

Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_  
 Services to be provided: \_\_\_\_\_  
 Local Business Enterprise: YES \_\_\_\_\_ NO \_\_\_\_\_ (Check only one)  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 County: \_\_\_\_\_  
 Telephone: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_  
 Contact Person/Title: \_\_\_\_\_  
 Email Address: \_\_\_\_\_