

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

BID NO. F-1188 8Page 1
 Show this number on envelope

Contract No. 40030

1. COMPLETE CONTRACT

This entire Bid Request shall become the contract upon its execution by the Executive Director on behalf of the Harbor Department of the City of Los Angeles. The complete contract shall consist of the entire Bid (including Specifications), this page, terms and conditions, any addenda, 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" according to the terms and conditions. Unless otherwise indicated by the Bidder, remittance by the City for goods or services will be made to the address below.

4. CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

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

5. DECLARATION OF NON-COLLUSION

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

6. LEGAL JUSTIFICATION

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

EXECUTED AT: _____ ON THE _____ DAY OF _____, 2022
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name _____

Phone _____ Fax _____

Address _____
Street City State Zip

Signature _____ Printed Name _____ Printed Title _____

Signature _____ Printed Name _____ Printed Title _____

(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 _____ State of _____ S.S. Subscribed and sworn this date _____, 2019 _____ <small>Notary Seal Signature</small>	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 _____ <small>Date</small>	Approved as to form and legality _____, 2023 City Attorney BY _____ Deputy
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FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1188

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

OFFICE HOURS:
7:30 a.m. – 4:30 p.m.
Monday through Friday (excluding Holidays)

**BID DUE BEFORE
2:00 PM
DECEMBER 28, 2023**

MD 12-23
Buyer: Michelle Davies, Senior Management Analyst (310) 732-3890
Email: mdavies@portla.org

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
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DESIGN, CONSTRUCT AND DELIVER DIVE BOAT IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS:

- 1 EA. 65'-75' PORT POLICE DIVE BOAT at a price of: \$ _____

SPECIFICATIONS– ATTACHMENT “A”

LOCAL BUSINESS PREFERENCE PROGRAM (LBPP) – ATTACHMENT “B”

ETHICS: - ATTACHMENT – “C”

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 **ETHICS** contributions and fundraising.

Bidders must submit CEC Forms 50 and 55 (provided in Attachments) to the awarding authority at the same time the response is submitted. The forms require 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 completed CEC Forms 50 and 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.

REQ. NO.: 89806/ Z-24-051
NOTIFY:
PAGE 2

STATE TIME OF DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER
TERMS _____% DISCOUNT FOR PAYMENT WITHIN _____ DAYS.
BIDDER MUST SIGN THIS BID ON PAGE 1

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1188
(SHOW THIS NUMBER ON ENVELOPE)

Affirmative Action: The Consultant, during the performance of this Agreement, shall not discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition. The provisions of Section 10.8.4 of the Los Angeles Administrative Code shall be incorporated and made a part of this Agreement. All subcontracts awarded shall contain a like nondiscrimination provision.

Equal Benefits: The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance No. 172,908, as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of the Department. Consultant shall comply with the policy wherever applicable. Violation of this policy shall entitle the City to terminate any Agreement with Consultant and pursue any and all other legal remedies that may be available.

REGIONAL ALLIANCE MARKETPLACE FOR PROCUREMENT (RAMP):

Respondents are advised, pursuant to Executive Directive 35, if a bidder is selected and awarded a contract, and if the vendor is a for-profit company or corporation, the vendor shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: vendor's and any subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("contractor/subcontractor Information"). On an annual basis, the vendor shall further request that any subcontractor input or update its business profile, including the vendor/subcontractor information, on RAMP or via another method prescribed by City.

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

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

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

BID SUBMITTAL TIMELINESS

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

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

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1188

(SHOW THIS NUMBER ON ENVELOPE)

SUPPLIER CONTACT INFORMATION:

Contact Person: _____

Title: _____

Telephone No.: _____

Fax No.: _____

E-Mail Address: _____

24 Hour Contact No.: _____

AUTHORIZED DISTRIBUTOR/DEALER

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

Yes: _____ No*: _____ Mfr.: _____

*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.

PRICE AGREEMENT CONDITIONS. Prices charged the Harbor Department are based on a percentage discount from Manufacturer's Published Price List. Percentage discount is to remain firm for the duration of the contract, but said Manufacturer's Price Lists are subject to fluctuation in accordance with changes as issued by the Manufacturer. Price Lists which are submitted with BID must be current in effect at time of BID opening and shall not be subject to change for a period of sixty (60) days after bid opening.

If the prices on the Price List are raised, the Harbor Department reserves the right to accept such raises or to cancel such items from the contract. The Harbor Department is to be given benefit of any decline in prices immediately upon the manufacturer's effective date of such decline. Changes in Price List shall be effective on the date designated on the Price List or upon receipt by the Harbor Department Purchasing Office, whichever is later. Increases in Price Lists shall not be retroactive.

Specifications and conditions in the BID shall supersede any conflicting conditions in PRICE LISTS.

Three (3) additional copies of the Price List(s) will be required to be submitted by the successful bidder prior to award of a contract. In addition, four (4) copies of any new or revised Price List(s) must be sent immediately to the Harbor Department Purchasing Officer, 500 Pier A Street, Wilmington, CA 90744. Price List shall show vendor's name along with the City Contract or Purchase Order Number.

NEW AND UNUSED: The items furnished shall be new and unused.

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CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1188
(SHOW THIS NUMBER ON ENVELOPE)

WARRANTY. Terms of warranty on equipment offered. Free PARTS & SERVICE (LABOR) for defective parts and workmanship for the following time period after equipment has been accepted (specify time period):

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.

DELIVERY POINT: Prices to include all delivery charges, F.O.B. the Harbor Department, Port Police, 330 S. Centre Street, San Pedro, CA 90731.

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

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

REMIT TO: NAME: _____

ADDRESS: _____

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

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

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

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

DEFAULT BY SUPPLIER

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

SPECIFICATIONS
(Attachment A)

DESCRIPTION: The City of Los Angeles, Harbor Department (Port of Los Angeles or Port) is requesting quotes to construct and deliver one (1) - hydrofoil-assisted catamaran multi-purpose dive boat for use by the Los Angeles Port Police. The boat shall be outfitted for law enforcement purposes that meet or exceed the guidelines listed in these specifications.

NOTICE: Complete all sections of this specification by insertion of "As Specified" or state deviations and exceptions where relevant, if not completed the bid may be considered non-responsive

<p>GENERAL:</p> <p>It is the objective of these specifications to outline the requirements believed to be necessary to successfully fulfil this contract. The specifications are to be used as a general guide and are not intended to be a complete list of all work or requirements necessary to complete the project. Where specific manufactures are listed with required system components or other specified items, the bidder may propose equivalent items.</p> <p>The contract that results from this process is expected to have a term of ten months from the date of execution of the agreement.</p> <p>The qualified contractor must possess, or have the rights to, a proven hydrofoil-assisted catamaran hull boat design and can customize the police boat design plans to the Los Angeles Port Police service specifications.</p> <p>The qualified contractor must be highly experienced in the construction of hydrofoil-assisted catamaran hull boats and have a domestic facility that can carry out their construction, inspection, and performance testing.</p> <p>The qualified contractor must provide high quality equipment, components, and parts designed for vessels of this type that are new and of current manufacture. The use of surplus, used, obsolete or discontinued items shall not be acceptable.</p> <p>The qualified contractor shall construct the vessels in a manner consistent with best trade practices and in accordance with best commercial quality finishing, consistent with the industry standards that would apply for the construction of similar hull boats using best available technology. The contractor shall ensure that only suitably skilled and experienced employees or subcontractors be engaged to work on the boats.</p> <p>The qualified contractor must be responsible for assuring that the boats meet the specified performance criteria.</p> <p>The qualified contractor must submit as part of the bid a plan for buyer inspection and approval of specified construction milestones. This plan will include what progress payments will be required at those milestones and what will be paid upon final delivery and approvals.</p> <p>The vessel shall be a hydrofoil-assisted catamaran, outfitted for diving and patrolling operations.</p> <p>The boat will be propelled by twin diesel driven inboard engines driving fixed pitch propellers via reduction gears.</p> <p>The vessel shall be operated to maintain a load profile commensurate with the engine manufacturer's rating parameters. Principal dimensions should be as follows:</p> <ul style="list-style-type: none"> • Length (hull overall) 65ft to 75ft • Beam 24ft 	<p>AS SPECIFIED: ()</p> <p>Deviation:</p>
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- Draft 6ft to 7ft
- Min Power 2 x 750bhp, not less than 705 bhp
- Cruise speed: min 20 kn (200 rpm below max.)
- Min. speed 0.75 knots
- Propulsion Fixed pitch propellers
- Fuel capacity: min 1300 gallons minimum
- Construction Marine grade aluminum
- Waste capacity minimum 100 gallons minimum
- Freshwater capacity minimum 100 gallons minimum
- Passengers: 25 minimum
- Construction Standard USCG, Subchapter T
- Cabin dimensions 18 wide X 17ft long minimum
- Useable aft deck space 24ft wide X 17ft long minimum (transom to cabin)

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 will operate along the southern California coast both inland and near shore waters. 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 and complying with USCG 46CFR, Subchapter T, as applicable for service for vessels limited to operate on a Coastwise route.

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.

DOCUMENTS:

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.
- Specification: Machine Readable Travel Document, including any revisions.

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.

All manuals, warranties and technical documentation as supplied by the manufacturers of equipment shall be provided to the Purchaser upon delivery of the vessel.

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:

- General Arrangement, including exhaust system
- Driveline arrangement
- Schematic: Bilge and raw water system
- Schematic: Fuel system
- Hull penetrations diagram
- Tank arrangement
- Electrical load chart
- DC electrical diagrams
- AC electrical diagrams

AS SPECIFIED: ()

Deviation:

<ul style="list-style-type: none"> • Docking plan <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><u>CERTIFICATIONS:</u> 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>Builder shall furnish to the Purchaser the following certificates and documents:</p> <ul style="list-style-type: none"> • USCG Certificate of Documentation • Stability Booklet • Radiotelephony Safety Certificate 	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>
<p><u>TESTS AND TRIALS:</u> 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.</p> <p>A representative of the Purchaser may witness all equipment commissioning. A detailed test procedure will be developed and approved by all parties at least two weeks before tests commence.</p> <p>Builder shall prepare a sea trials booklet which will include a checklist of systems operations, which shall test at minimum, the following:</p> <p><u>Structural</u> Watertight integrity of hull, watertight bulkheads, deck, doors, windows, and all other openings into the structure, with hose testing at 30 psi or more.</p> <p>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, as detailed in paragraph 5354.</p> <p><u>Mechanical</u> 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.</p> <p><u>Electrical</u> All pumps, motors, controls, function and heat under load, steady state temperature. All electronics. All light’s/outlets. Load balance, full load on Genset.</p> <p><u>Safety Equipment/systems</u> Emergency fuel shut off. All engine alarms. Automatic fire extinguishing systems.</p>	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>

<p>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 it in proper format to the Purchaser.</p> <p>The Builder shall be responsible 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.</p> <p>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.</p> <ul style="list-style-type: none"> • Engine power output and speed over water. • Fuel consumption. Temporary fuel measurement equipment will be installed to accurately measure consumed fuel. • Dynamic trim angle 	
<p>DESIGN AND CONSTRUCTION:</p> <p>The vendor shall be responsible for procuring 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.</p> <p>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, while carrying 20 passengers.</p> <p>Hull scantlings shall be determined using 46CFR parts 166 to 199. Design pressures will be based on a design speed of 20 knots with a significant wave height of 1 meter (3.3 ft).</p> <p>The builder shall ensure that all equipment necessary for compliance with the requirements of USCG, be fitted to the vessel.</p>	<p>AS SPECIFIED: ()</p> <p>Deviation:</p>
<p>STABILITY:</p> <p>The vessel is designed to comply with stability assuming a 185 lb. person average weight.</p> <p>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 a purchaser representative.</p> <p>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>	<p>AS SPECIFIED: ()</p> <p>Deviation:</p>
<p>ALTERNATIVES:</p> <p>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.</p>	<p>AS SPECIFIED: ()</p> <p>Deviation:</p>

<p>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.</p> <p>The Purchaser shall have the right to make changes, alterations, and additions to the specification, but changes must be requested in writing.</p> <p>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><u>MATERIALS, EQUIPMENT AND WORKMANSHIP:</u> All materials shall be of good quality and suitable and fit for the purpose intended.</p> <p>It is intended that machinery components shall be selected that shall give the best service with the least amount of maintenance. The machinery and equipment shall be installed completely and ready for operation.</p> <p>The Builder shall construct the 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.</p> <p>The Builder shall ensure that only suitably skilled and experienced employees or subcontractors shall be engaged to work on the vessel.</p> <p>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><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>
<p><u>CLEANLINESS:</u> 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.</p> <p>All equipment, including the 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.</p> <p>Before handing over, the vessel shall be completely and thoroughly cleaned in every detail.</p>	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>
<p>STRUCTURE</p>	
<p><u>CONSTRUCTION GENERAL:</u> The vessel hull shall be of all welded alloy construction in accordance with the regulations of USCG and shall conform to the scantlings as shown on the plans. All aluminum and</p>	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>

<p>filler material will be of shipbuilding quality, with appropriate mill certificates as required by USCG.</p> <p>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.</p> <p>Scuppers shall be fitted through the gunwale and side plating to drain deck water from the aft deck directly overboard.</p> <p>Scuppers and drains shall have suitable fairings to prevent spray from entering into the boat via the openings.</p>	
<p><u>ALUMINUM ALLOYS:</u> All structural aluminum plating shall be AA5083 H116, and structural extrusions shall be AA6082-T6, AA6061-T6, or approved equivalent. MIG filler wire shall be AA5183. These alloys are high quality marine grade as required by USCG.</p>	<p><u>AS SPECIFIED: ()</u> Deviation:</p>
<p><u>WELDER QUALIFICATIONS:</u> All welders shall be certified to vendor welding procedures as approved by the USCG.</p>	<p><u>AS SPECIFIED: ()</u> Deviation:</p>
<p><u>WELDING:</u> 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</p>	<p><u>AS SPECIFIED: ()</u> Deviation:</p>
<p><u>GRINDING:</u> 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.</p>	<p><u>AS SPECIFIED: ()</u> Deviation:</p>
<p>FABRICATION</p>	
<p><u>FENDERING AND GUARDS:</u> Each side of the vessel will be fitted with a fabricated rub strake extending to approximately the forepeak bulkhead. A replaceable W/UHMW rubbing strip will be fitted to the rub strake. The forward ends shall be neatly faired into the hull. The aft ends shall terminate at the stern and around the swim step.</p> <p>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.</p>	<p><u>AS SPECIFIED: ()</u> Deviation:</p>
<p><u>FOILS:</u> A main foil, fabricated in aluminum plate will be fitted at approximately amidships, with two aft foils, cast in aluminum, fitted to the stern area of the tunnel. The foils will be welded to the hull plating, and suitable stiffening will be fitted inside the hull structure. All foils will be fixed and not adjustable. The main foil will be pressure tested to ensure water tightness.</p>	<p><u>AS SPECIFIED: ()</u> Deviation:</p>
<p><u>SPRAY RAILS:</u> The vessel shall be fitted with spray rails as required.</p>	<p><u>AS SPECIFIED: ()</u></p>

	Deviation:
<p>DECK: The main deck inside of the cabin and focsle will be level and all outside decks will have camber. The aft deck camber shall be approximately 5" on either a parabolic or circular curve. The fore deck will have sheer and camber. All decks will be designed to eliminate standing water. The entire exposed surface of all exterior decks shall be painted with non-skid marine coating.</p>	<p>AS SPECIFIED: () Deviation:</p>
<p>FUEL TANK: Two integral fuel tanks will be fitted. The fuel tanks will be fabricated integral to the hull as per USCG regulations. Capacity will be approximately 650 gal each.</p> <p>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.</p> <p>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.</p> <p>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 type.</p> <p>Fuel tank vents shall be 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).</p> <p>Each tank will have a connection for draining water in the lowest part of the tank.</p> <p>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.</p> <p>The fuel tanks shall be fitted with sight glasses equipped with self-closing valves top and bottom. The fuel tank sight glasses/guard and auto closure valves shall meet USCG fuel systems and have adequate access to operate valves or extensions installed.</p>	<p>AS SPECIFIED: () Deviation:</p>
<p>DECK HATCHES: The vessel will be fitted with flush, quick acting, hinged and dogged watertight hatches. The hatches shall be Freeman Marine K style hatches with integral tee handles. 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>Hatches will be fitted in the following places:</p> <ul style="list-style-type: none"> • Port fore peak 1524H K Style • Starboard fore peak 1524H K Style • Port focsle escape 1524H K Style • Starboard focsle escape 1524H K Style 	<p>AS SPECIFIED: () Deviation:</p>

<ul style="list-style-type: none"> • Port engine room 2424H K Style • Starboard engine room 2424H K Style • Port lazarette 2424H K Style • Starboard lazarette 2424H K Style • Port tank space 1524H K Style • Starboard tank space 1524H K Style <p>Flush fitting watertight bolt-down 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"> • Port aft deck (Genset removal) • Starboard aft deck (Genset removal) • Port aft deck (dive compressor removal) • Port cabin deck (main engine removal) • Starboard cabin deck (main engine removal) • Port fly bridge deck (main engine removal) • Starboard fly bridge deck (main engine removal) • Port cabin deck (black water tank removal) • Starboard cabin deck (freshwater tank removal) <p>Two opening port lights shall be installed in each focsle. They shall be rectangular, Bomar H6541 with a 2-inch spigot - angled SS port light. The port lights shall be provided with a 316 stainless steel or marine aluminum sheet metal casings to prevent moisture damage to the interior sheathing/insulation.</p> <p>The port lights shall be installed parallel to the focsle deck.</p>	
<p><u>STAIRWELLS:</u> Three stairways will be provided for passengers to move between the cabin, focsle and bridge. The stairs will be fitted with handrails and the treads will be painted with no skid paint. See 5575 Deck Paint.</p>	<p><u>AS SPECIFIED: ()</u> Deviation:</p>
<p><u>SWIM STEP:</u> A swim step shall be fitted across the transom of each hull, approximately 12" above the loaded waterline. The step shall be a minimum of 24" fore and aft and sufficiently strong to withstand the vessel gently backing against a dock.</p>	<p><u>AS SPECIFIED: ()</u> Deviation:</p>
<p><u>ARCH AND RADAR TOWER:</u> An aluminum radar arch and mast shall be mounted on the housetop port and starboard and secured to the inboard sides of the flying bridge. The arch shall support mounts for radar antennas port, starboard, and centerline. The mast shall be mounted to the arch on centerline and shall carry the masthead and anchor lights. A ladder or suitable equivalent shall be included in the mast design to allow ready access to the upper mast for equipment installations and repairs.</p> <p>The mast shall be fitted with a crosstree, mounted with port, starboard, and centerline flag halyard blocks. Halyard cleats shall be mounted on the radar arch near the base of the mast. Halyards, complete with snaps shall be provided. In addition to standard navigational lights, restricted ability to maneuver lights in accordance with the COLREGS shall be provided. A flag flying system shall be installed.</p>	<p><u>AS SPECIFIED: ()</u> Deviation:</p>
<p><u>GATES:</u></p>	

<p>The fixed rails shall be interrupted port and starboard on the after deck and bow to allow for embarking and disembarking personnel. Rail sections between stanchions shall be swing gates with suitable lever latches to create the openings.</p> <p>Chain gates shall be installed in the rails in the locations listed below. Chains shall be 316 stainless steel, attached with a missing link at one end and snap hook, Harken or equal at the other. One chain shall be provided for each railing course except for the transom opening between the A-frame legs as noted below.</p> <ul style="list-style-type: none"> • Housetop rails at all vertical and inclined ladders • Housetop rails at the Zodiac access opening • Main deck rails across the transom • Main deck rails at head of swim-step ladders • Main deck transom opening between the A-frame legs shall have three 7/64" SS Chain courses 12" apart attached with quick disconnect and SS shackles 	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>
<p><u>BOLLARDS AND CLEATS:</u></p> <p>Mooring bitts shall be installed on the port and starboard parallel to the bulwark. The bitts shall be located to lead through the port and starboard closed chocks. Two mooring and towing bitts shall be installed on the main deck aft, just forward of the transom. They shall be mounted parallel to the gunwale. All bitts shall be fabricated with 3" schedule 80 aluminum pipe uprights and a 1 1/2" schedule 80 pipe cross bar. All pipes shall be capped with aluminum plate. The bitts shall be installed on suitable deck inserts and supported by under deck structure. All welds shall be ground smooth to eliminate snags which will damage synthetic lines.</p>	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>
<p><u>STOWAGE:</u></p> <p>Deck lockers shall be built integral to the house front. The space shall be divided into individual lockers with hinged and latched tops. Drains shall be installed in each locker. The entire assembly shall be configured to serve as a deck bench.</p> <p>The vessel will be provided with stowage for the lifejackets. Stowage shall be provided in the pilothouse settee, the cabin bench seats, and the focsle rooms.</p> <p>The lazarette in each hull shall serve as a diving gear locker. Each space shall be fitted with a 24"x24" hinged and dogged hatch, as per general arrangement drawing.</p>	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>
<p>SYSTEMS</p>	
<p><u>ENGINES:</u></p> <p>2 Electronic, high efficiency, low emission diesel engines that meet or exceed all federal state and local emission standards shall be fitted.</p> <p>Minimum Rating 705 bhp @ 2500 rpm Standard equipment shall include:</p> <ul style="list-style-type: none"> • Heat Exchanged cooled • Walker Air/Oil Separator - Silencer • 24v - 80A Leece Neville Alternator • Vessel View Digital Display • Command & Control Module - DTS • DTS Twin Engine Throttle Head 24 V starter • Painted finish 	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>

<p>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 an SS exhaust mixer. Engine jacket water (antifreeze coolant) will be supplied by the engine manufacturer.</p> <p>Each engine will be fitted with ZF Marine 360A gear.</p> <p>Standard equipment will include:</p> <ul style="list-style-type: none"> • Trolling valves • Electronic shift • Live PTO SAE C-pad <p>The engine supplier shall supply a Torsional Vibration Analyses, including all components of the drive train.</p> <p>The main engines shall be installed as per the recommendations and requirements of and under the supervision of the manufacturer's technical representatives.</p> <p>The main engines shall be arranged for key operated start and stop from the helm station and in the engine rooms.</p> <p>The engines shall be handed opposite, to enable servicing on the most accessible side of the engine.</p> <p>The main engines shall be plumbed with an oil drain hose fit with a shut off valve and quick-connect coupling.</p> <p>The main engines will be supplied with a standard manufacturer's warranty.</p>	
<p><u>PROPS AND SHAFTS:</u></p> <p>Right and left hand 5 blade stainless steel propellers, pitched and balanced.</p> <p>The gear coupling will be connected directly to a 3" propeller shaft.</p> <p>The aft shaft stern bearing should be housed in a fabricated A-strut and barrel. The strut barrel shall closely match, or be faired into, the OD of the propeller hub. The struts shall be aligned with the water flow into the propeller, and the angle between the struts shall not match the angle between the propeller blades.</p> <p>A stern tube, fabricated from aluminum tubing, shall be installed to house a forward shaft bearing and to secure the shaft seal.</p> <p>The stern tubes and A-strut will be machined to accept the shaft bearings.</p> <p>The shaft seal will be a PYI PSS drip less with cooling water plumbed from the main engine raw water discharge.</p>	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>
<p><u>RUDDERS:</u></p> <p>Two stainless steel 316 fabricated profiled rudders complete with shafts, seals, bearings, and tillers will be supplied and fitted. Each rudder will be fitted with a safety stop to keep the rudder from falling out in case of a steering failure.</p>	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>
<p><u>GENSET:</u></p>	<p><u>AS SPECIFIED: ()</u></p>

<p>One 3-phase 40kw generator able to provide 110v, 220v, and 460v shall be fitted in the aft lazarette. The engine shall be fitted with a 24V DC starting system. The diesel engine shall be fitted with an automatic shut down as supplied by the manufacturer.</p> <ul style="list-style-type: none"> • Rating 40 kW @ 1800 rpm • Voltage 120 / 240 /460 V AC • Three Phase <p>Standard equipment shall include:</p> <ul style="list-style-type: none"> • 24-volt DC starter motor • Shutdown with diagnostic indicator light of high engine coolant temperature <ul style="list-style-type: none"> • High exhaust temperature • Low oil pressure • Over speed / voltage • Starter over crank • No raw water flow • Vibration absorbing mounts • Clutch able front PTO with flexible coupling SAE B <p>The generator shall be plumbed with an oil drain hose.</p>	<p>Deviation:</p>
<p><u>ENGINE EXHAUST:</u> Each main engine will be fitted with a water-lock wet exhaust system.</p> <p>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 fiber piping, lift muffler and connect via a flexible hose to an aluminum pipe welded to the side of the vessel in the engine compartment.</p> <p>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><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>
<p><u>GENERATOR EXHAUST:</u> The generator shall be fitted with a water-lock wet exhaust system.</p> <p>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 fiber piping, lift muffler and connect via a flexible hose to an aluminum pipe welded to the aft outboard corner of the vessel.</p> <p>The systems shall be installed to be within the generators manufacturer's backpressure requirements.</p>	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>
<p><u>STEERING SYSTEM:</u> A hydraulic steering system will be installed. The system will consist of one jog lever controlled power steering pump driven by one main engine and one manual helm pump. The non-follow up jog lever that controls the power steering will be fit on the dash at the main helm station. The manual helm pump with 30" wheel will be fitted at the main helm station. The manual helm pump is used as a back up to the power jog steering system. The manual and power systems will control the hydraulic steering cylinders. One cylinder will be attached to each rudders tiller arm. The tiller arms will be mechanically linked with a tie bar.</p>	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>

<p>The rudders will be aligned by measurements to be parallel with the keel. The position of the tiller arms will then be permanently marked on the inside of the transom for later reference.</p> <p>The system will be plumbed with SS hydraulic tubing, flexible hoses, DARB valve and isolation valves.</p>	
<p><u>CONTROLS:</u> A single-station fully integrated digital throttle and shift with trolling function electronic control system will be fitted to the vessel.</p> <p>The following areas will be fitted with controls:</p> <ul style="list-style-type: none"> • Main helm • Aft upper deck • Flybridge 	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>
<p><u>FIRE SUPPRESSION:</u> Each engine room shall be fitted with a pre-engineered Fireboy suppression system of suitable capacity. The system shall be capable of automatic discharge upon heat detection. The manual release controls shall be fitted outside of the engine room space.</p> <p>The system shall be installed to control the ventilation system and shut down the main engines.</p> <p>The following additional equipment shall be supplied and fitted:</p> <ul style="list-style-type: none"> • 1 x 2 1/2 lb. Dry chemical fire extinguisher shall be fitted at the helm station. • 1 x 10 lb. Dry chemical fire extinguisher shall be fitted at each machinery space entrance door. • 1 x 10 lb. Dry chemical fire extinguishers shall be fitted in the cabin. <p>All extinguisher brackets shall be anti-corrosion marine type.</p> <p>Signs to identify all firefighting appliances and their location shall be installed.</p>	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>
<p><u>ANCHOR SYSTEM PACKAGE:</u></p> <ul style="list-style-type: none"> • Qty – 1: Aluminum anchor winch – 20" X 18", four position valve and RE32 motor • Qty – 1: IACL-40 anchor roller for Claw 110 • Qty – 1: Hydraulic plumbing/connections • Fluke anchor (FX 125) for vessels 69ft to 150ft • Corrosion resistant aluminum magnesium allow and anodized finish • Shackled to 250 feet of 3/8" diameter high test chain and 50 feet of 5/8" Sampson anchor line • Shank length: 56", fluke length: 33" and stock length" 45" • 32° hard sand holding power 27,00lb • 45° soft mud holding power: 8,100lb • 32° soft mud holding power: 4,050lb 	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>
<p><u>ANCHOR SYSTEM PACKAGE:</u> One hydraulic powered aluminum JK Fabrication 20" X 18" anchor winch to house the anchor rode will be supplied and fitted. The anchor winch will have a cross port relief and</p>	<p><u>AS SPECIFIED: ()</u></p>

<p>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. The opening shall be structurally reinforced and lined with UHMW chafing material. An anchor roller will be fitted to the bow. Additional side rollers will be installed at the bow to prevent chains or rope from jumping out of guide during side pull conditions.</p> <p>The winch control station with an emergency shutdown will be at the winch.</p>	<p>Deviation:</p>
<p>HVAC: The cabin will be fitted with a forced ventilation system, consisting of three 110 V AC, axial flow fans with a capacity of ~600 CFM each. Fresh air will be drawn from outside through louvers. The discharge will be through an opening window fit in the aft cabin door.</p>	<p>AS SPECIFIED: () Deviation:</p>
<p>HULL SPACES: Natural ventilation by means of gooseneck vents to be provided for all below deck spaces other than the engine rooms. Vents shall terminate at least 12" above deck and be fitted with one-way valves.</p>	<p>AS SPECIFIED: () Deviation:</p>
<p>ENGINE ROOM VENTILATION: Engine rooms shall be fitted with ventilation systems comprising of ventilation fans of suitable capacity. Fans shall be fitted on rubber mountings and the casings shall be aluminum. Controls for the fans shall be fitted on the instrument panel at the helm.</p> <p>Each engine room shall be fitted with air inlet and discharge openings. The openings shall be fitted with fire dampers and Delta-T moisture eliminating louvers.</p>	<p>AS SPECIFIED: () Deviation:</p>
<p>ACOUSTICAL INSULATION: The engine rooms shall be insulated on the deck heads, ventilation trunks, as well as engine room sides and forward bulkhead. Insulation on the sides shall extend down to the lower chine.</p> <p>Engine room shall be fitted with Acoustamass acoustic insulation as follows:</p> <ul style="list-style-type: none"> • Layer 1 - 1" 3# fiberglass board • Layer 2 - 1# Tuffmass • Layer 3 - 1" 3# fiberglass board with white scrim face <p>The insulation shall be installed with pins and caps glued directly to bare aluminum plate. All seams shall be taped.</p> <p>On the engine room deckhead, the insulation shall be fitted in between the deck stiffeners, with a second layer of insulation continuously over the stiffeners, effectively doubling the thickness of the insulation.</p>	<p>AS SPECIFIED: () Deviation:</p>
<p>LIFE SAVING EQUIPMENT: The following equipment shall be supplied and fitted:</p> <ul style="list-style-type: none"> • 2 x 30" life ring • 3 x Adult sized type-1 Merchant Mate life vests • 3 x Orion 25MM Alert/Locate Kit 511 • 1 x SD 8" Chrome Bell 455721 <p>The adult life jackets will be stored in main cabin.</p>	<p>AS SPECIFIED: () Deviation:</p>

<p><u>HANDRAILS AND LADDERS:</u></p> <p>Ladders shall be located as described below. All ladders shall be bolted or welded in place. The interior inclined ladders shall be constructed of aluminum and shall be of the width and slope required by the US Coast Guard for their particular service.</p> <p>Interior vertical ladders shall be fitted to provide access below each hatch and manhole. Exterior vertical ladders shall be fitted to provide access between the main deck and the cabin top port and starboard near the forward end of the deckhouse. The exterior ladders, and the escape ladders from each focsle, shall be constructed of 1 ¼" standard aluminum pipe with 1" square aluminum bar rungs with one corner up.</p> <p>Cabin top rails and all main deck rails mounted on the bulwark cap shall be fixed and meet USCG regulations, 46 CFR 177. The top of the uppermost course shall be 36" above the cabin top and 39.5" above the main / focsle deck. The bottom of the lower course shall be no more than 12" above the deck coaming, the space between intermediate courses shall not exceed 12". Stanchions and the top course shall be 1 1/4" standard aluminum pipe. Lower courses shall be 1" standard aluminum pipe. Stanchions shall be no more than 5'-0" apart.</p> <p>Chain gates shall be installed in the rails in the locations listed below. The SS chains shall be attached with a quick link at one end and snap hook at the other. One chain shall be provided for each railing course except for the transom opening between the A-frame legs as noted below.</p> <ul style="list-style-type: none"> • Housetop rails at all vertical and inclined ladders • Housetop rails at the inflatable storage access opening • Housetop rails at the winch location • Main deck rails across the access to the swim steps • The opening between the A-frame legs shall have three SS chain courses 12" apart. <p>Grab rails shall be installed throughout the interior/exterior of the vessel, including the pilothouse overhead, to ensure safe handholds in any location. Transom grab rails shall be installed on the swim steps. Rails shall be 1 1/4" standard aluminum pipe. The ends of the rails shall be faired into the mounting surface. Grab rails as approved by the Purchaser to assist in entry and exit from spaces will be fitted.</p>	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>
<p><u>GALLEY EQUIPMENT:</u></p> <p>The following galley equipment will be fitted:</p> <ul style="list-style-type: none"> • 1 double sink and faucet in the galley • 1 1.6 cu-ft over-the-range microwave • 1 21.0 cu-ft refrigerator <p>Installation of the refrigerator shall be accomplished to assure a structural connection to bulkhead frames/stiffeners with Anti Rattle latches 222110-1 to prevent movement in a seaway.</p>	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>
<p><u>LINES AND BUOYS:</u></p> <p>The vessel's hull will be supplied with 3 each Polyform G4W fenders with 10ft tag lines. The vessel will be supplied with 3 each 1" x 50' double braided nylon dock lines with a 24" eye spliced into one end.</p> <p>The fabricated aluminum fenders will be fit with 1-1/2" x 3-1/2" x 10' Black UHMW. See fendering.</p>	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>

<p><u>ANODES:</u> The vessel's hull shall be fitted with 6x Divers Dream DDA style aluminum anodes.</p> <p>Piping shall be protected with zinc anodes fitted inside piping and strainers, as necessary.</p> <p>Bonding: <i>See Electrical.</i></p>	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>
<p><u>DRIVELINE SHROUDS:</u> 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><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>
<p><u>PLUMBING:</u> Piping systems and diameters shall be in accordance with USCG requirements. Only corrosion resistant USCG approved materials shall be used.</p> <p>Runs of pipework 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.</p> <p>Outlet pipes to be led overboard at convenient points and the number of outlets to be kept to a minimum. Outlet piping leading to the hull should so far as possible be led to the inside of the vessel and discharge overboard into the tunnel.</p> <p>Overboard piping to be combined as far as possible, leading to skin fittings and stainless-steel non-return valves at the hull penetration points.</p> <p>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.</p> <p>All dissimilar metals connected in piping will be suitably insulated electrically.</p> <p>The system layout of the vessel will be coordinated with Purchaser's representative.</p>	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>
<p><u>FUEL SYSTEM:</u> SS ball valves and USCG approved hose tails shall be used for all fuel lines outside the tanks. Piping inside the tanks shall be Schedule 80 aluminum pipe. Long straight runs will be plumbed in 304 SS tubing. Each engine room shall 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.</p> <p>Each main engine supply line shall be fitted with duplex fuel filter. Each filter shall be fitted with a drain valve.</p>	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>
<p><u>GENERATOR PACKAGE:</u> Each generator shall be fitted with a single Racor 500MA filter. A sight glass shall be fitted on each fuel tank. The sight glass shall have self-closing valves at both the upper and lower end of the glass. The sight glass shall be protected with a slotted aluminum guard, which shall be marked to indicate tank content in increments of 50 gallon.</p> <ul style="list-style-type: none"> • Qty – 1: Cummins Onan 21.5 KW MDKBR 120/240 3 phase generator 	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>

<ul style="list-style-type: none"> • 24v engine electrical system • SmartCraft communication network module • Heat exchange cooled • Wet exhaust elbow • Clutchable PTO SAE B <ul style="list-style-type: none"> • Qty – 1: generator foundation • Qty – 1: sound enclosures • Qty – 10: 2" bellowflex hose • Qty – 1: 2" fiberglass pipe • Qty – 1: 2" Waterlift muffler 91-232 • Qty – 12: 2-½" T bolt clamps • Qty – 1: buttweld elbow AL 2" • Qty – 1: buttweld king nipple AL 2" • Qty – 1: Racor 500 MA • Qty – 1: Racor RK30770 check valve • Qty – 1: SS tube, hangers and misc plumbing • Qty – 1: 1" 00ISB100 SS raw water strainer • Qty – 1: 1" Buna flange gasket • Qty – 1: 1" SS316 slip-on 150lb flange • Qty – 1: 1" X 12" SS316 pipe nipple • Qty – 1: ball valve SS 1" • Qty – 1: ¾" SS king nipple -- threaded • Qty – 1: 1" & ¾" piping, hangers, flex hose and clamps • Qty – 1: Blue Seas 3000 battery switch • Qty – 1: 24 VDC system wiring and misc components • Qty – 1: AC system wiring and misc components • Qty – 1: AC/shore power panel 	
<p><u>ENGINE RAW WATER:</u></p> <p>Each engine will be equipped with its own raw water pump, which shall take suction from a dedicated sea chest thru a 2-1/2" SS butterfly valve and 2-1/2" SS raw water strainer. The main engine cooling circuit shall serve the main engine and transmission.</p> <p>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 (engine exhaust).</p> <p>Provision will be made for easy inspection and cleaning of the strainers.</p> <p>All flexible connections will be double clamped.</p>	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>
<p><u>GENSET RAW WATER:</u></p> <p>Each generator engine will be equipped with its own raw water pump, which shall take suction from a dedicated sea chest thru a 1" SS ball valve and a 1" SS raw water strainer. The raw water shall be discharged from the engines through water-cooled exhaust elbows supplied with the engines (Genset exhaust).</p> <p>Provision will be made for easy inspection and cleaning of the strainers.</p> <p>All flexible connections will be double clamped.</p>	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>
<p><u>BILGE SYSTEM:</u></p>	

<p>Each watertight compartment aft of the collision bulkhead shall have a 24V 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.</p> <p>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 24-hour power supply.</p> <p>A hand bilge pump will be supplied for dewatering the forepeaks.</p>	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>
<p><u>BLACK WATER SYSTEM:</u></p> <p>The vessel will be fitted with one toilet, electrically operated, flushed with seawater, plumbed directly into the black water tank.</p> <p>The toilet flushing water will be supplied by a saltwater pressure system. The black water holding tank and drain line will be fitted with a salt water back flushing line.</p> <p>The vessel will be fitted with a 100-gallon black polypropylene water tank.</p> <p>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. Over overboard plumbing shall be installed.</p> <p>The black water system shall be supplied with PVC plumbing as required by USCG.</p>	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>
<p><u>FRESH WATER SYSTEM:</u></p> <p>Freshwater shall be stored in a 100-gallon polypropylene freshwater tank fitted below the main deck. The tank shall be filled thru a SS fitting on the main deck.</p> <p>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:</p> <ul style="list-style-type: none"> • 40 Gallon hot water tank • Head shower Hot and Cold • Head sink Hot and Cold • Galley sink Hot and Cold • Lab sink Hot and Cold <p>All freshwater piping shall be CPVC.</p>	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>
<p><u>GREY WATER:</u></p> <p>All grey water shall be plumbed into the black water holding tanks. No overboard plumbing shall be installed.</p> <p>All grey water plumbing shall be CPVC plumbed with unions for serviceable items to allow for easy maintenance and repairs.</p>	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>
<p><u>HYDRAULIC PACKAGE:</u></p> <p>The Vessel will be fitted with two hydraulics systems. The hydraulic system will be supplied with hydraulic fluid from a Vickers load sensing pumps and control manifolds. The pumps will be driven by the transmissions live PTO's. Each system will be fitted with a tank of suitable capacity with a sight gauge marked at 2" intervals.</p>	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>

The hydraulic system will power the following:

- A Frame cylinders
- Anchor winch

The A-Frame design shall include hydraulic cylinders with internal stops. The A-Frame and cylinders foundation pads shall be mounted directly to the deck frames using insert plates with full penetration welds.

The lifting capacity of the A-Frame will be 2000 lbs. safe working load based on a safety factor of 3 on the yield strength of the materials it is fabricated from. The actuation speed of the A-Frame will be less than 90 seconds from full extension to full retraction. Clear height of the A-frame to deck will be approx. 140" and clear distance between the uprights approx. 110". A single sheave attachment point will be fitted on centerline.

Both systems will be controlled from the pilot house with emergency shut offs at each hydraulic control station.

The system will be hard plumbed with ASTM A269 / A213 seamless SS hydraulic tubing. The fitting for this system will be SAE J514 Parker Ferulock. The flexible hoses will be SAE 100 R2 AT.

ELECTRICAL:

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.

All cables shall be adequately protected against mechanical damage, chaffing, heat, corrosion, and wherever possible be installed clear of 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.

Cablings 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.

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.

AS SPECIFIED: ()

Deviation:

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.

AS SPECIFIED: ()

Deviation:

<p>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.</p> <p>Provision is to be made to supply power to the bilge pumps when the normal service distribution is isolated.</p> <p>One 24V 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.</p> <p>A 24V 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.</p> <p>The 24V DC electrical system shall supply power to the following equipment:</p> <ul style="list-style-type: none"> • DC Circuit breaker/switch panels • Main engine start and monitoring • Toilet flush control • Bilge pumps • Wipers • Horn • Electronics • Navigation lights <ul style="list-style-type: none"> • Masthead light • Port light • Starboard light • Stern light • Anchor light • DC lights <ul style="list-style-type: none"> • 12 x Interior cabin lights • 8 x Below deck compartment lights • 3 x Deck flood lights • 2 x Day / night pilot house lights <p>The navigation lights shall be individually controlled from the wheelhouse switch panel.</p> <p>The generators will be started by the 24V battery banks located in each engine room.</p>	
<p>AC:</p> <p>The AC installation shall consist of three supply sources. Shore power shall be 120V 1Ø, 30A, 60 Hz., a 3500-watt inverter and Generator Package that shall be 120/240V 3Ø, 21.5KW, 60 Hz. The system shall be Neutral Earth but non-hull return. The shore power will be provided through a galvanic isolator. The AC panel will be fitted with a ground fault indicator gauge.</p> <p>The AC power system shall power the following:</p> <ul style="list-style-type: none"> • AC Circuit breaker/switch panel • AC outlets located throughout the vessel as follows: <ul style="list-style-type: none"> o 2 x power outlets in wheelhouse <ul style="list-style-type: none"> • 4 x power outlets in the cabin • Galley equipment • 1 x power outlets in each engine room 	<p>AS SPECIFIED: ()</p> <p>Deviation:</p>

<ul style="list-style-type: none"> • 1 x power outlet in the head • AC lighting o 2 x Engine room florescent lights • 2 x Lazarette florescent lights • 2 x Tank space 2' florescent lights <p>The 30A 120V shore power inlet will be installed in the aft main cabin bulkhead.</p>	
<p><u>ELECTRONIC EQUIPMENT:</u> The following electronic equipment shall be supplied and fitted:</p> <p>Navigational equipment:</p> <ul style="list-style-type: none"> • Ritchie Globe Master FD600B Compass with light • 1 x SAILOR 6216 VHF DSC - FCC- Transceiver • 1 x Morad, Heavy Style VHF Hot Rod Antenna • 1 x Shakespeare 4187 SS mount <p>Electronics Package:</p> <ul style="list-style-type: none"> • 1 x GP33 Color WAAS/GPS Navigator w 4.3" Color LCD • 1 x FCV620 Furuno, 5.6" Color LCD Sounder • 1 x Flush mount stainless transducer 600W • 1 x GD1920C Furuno 10.4" Color LCD Chart Plotter without GPS Receiver <p>The Purchaser shall assist with the placement of the above equipment to suit the Purchaser's requirements and operation.</p>	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>
<p><u>PAINT:</u> 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.</p>	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>
<p><u>SANDBLAST/CLEANUP:</u> 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.</p> <p>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.</p>	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>
<p><u>PAINT PREPARATION:</u> All surfaces to be painted shall be prepared as specified by the manufacturer.</p> <p>Before the application of any coat, all bare spots in the preceding coat shall be touched up.</p> <p>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.</p> <p>Prior to 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.</p>	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>
<p><u>BOTTOM PAINT:</u></p>	<p><u>AS SPECIFIED: ()</u></p>

<p>Painted surfaces below the water line shall be painted with anti-fouling paint that meets all federal state and local regulations.</p> <p>Below the loaded waterline and at least 4" above the waterline, the exterior of the hull, as well as hydrofoils and waterjet intake ducts, will be painted with E paint SN1 system. The application will be done by an airless spray system.</p> <p>General paint application schedule:</p> <ul style="list-style-type: none"> • 3 x coat P-1000-705 2-part Epoxy Primer at 4-8 mils dft each • 3 x coat SN-1 Bottom Paint at 3-4 mils dft each coat <p>The bottom paint color shall be selected by the Purchaser.</p>	<p>Deviation:</p>
<p><u>DECK PAINT:</u></p> <p>Decks and walkways including the outboard cabin shelf shall be coated with a deck coating system and rolled to a consistent texture.</p> <p>Deck paint shall have a border around all topcoat paint.</p> <p>The deck paint color shall be grey.</p>	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>
<p><u>INTERIOR:</u></p> <p>The Builder shall provide and install all joinery work specified and listed herein and on the plans.</p> <p>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.</p> <p>All corners of furnishings shall be well rounded and there shall be no sharp protrusions in the passenger area.</p> <p>Amenities in the interior shall include at a minimum:</p> <ul style="list-style-type: none"> • Sleeping arrangements for 8 • General use tables • Workstations for the use of personal computers • Charging stations for electronic devices (i.e., laptops, tablets, phones, batteries) • Storage cabinets 	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>
<p><u>INTERIOR INSULATION:</u></p> <p>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.</p> <p>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.</p>	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>
<p><u>INTERIOR HARDWARE:</u></p> <p>All hardware shall be SS and of good marine quality unless otherwise specified in the specification.</p>	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>

<p><u>PANELING AND TRIM:</u> Laminate covered aluminum cored panel shall be used to finish the cabin interior. The aluminum skins shall be 0.5 mm and 1 mm aluminum sheet, with 0.4 mm high density laminate applied to both sides of the panel.</p> <p>Laminate covered aluminum cored panel shall be used for all interior partitions bunks and countertops. The aluminum skins shall be 0.5 mm and 1 mm aluminum sheet, with 0.4 mm high density laminate applied to both sides of the panel.</p> <p>The color will be selected by purchaser.</p> <p>The trim shall be aluminum extrusions from Ayres.</p> <p>All joints shall be bonded using 3M 4000 structural adhesive compound.</p>	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>
<p><u>FLOORING:</u> The lab, head and galley floors shall be covered with Longdeck 776 Dartmouth gray. The Longdeck will be glued to the aluminum decking using epoxy adhesive.</p> <p>The rest of the cabin deck will finished with Neofloor Carpet. The carpet will be glued to the aluminum deck using Neofloor Adhesive A0035.</p>	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>
<p><u>HEADLINER:</u> Ceiling system shall be 600 x 600 Dampa Tiles, 0.7 mm, beveled edge, perforated aluminum folded plate sections fitted to an overhead structure. The individual aluminum tiles shall be removable.</p> <p>The system shall incorporate all edge trimmings, end closures and finishing. Interior lighting shall be flush mounted into the ceiling panels.</p>	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>
<p><u>WINDOWS AND GLASS:</u> All windows will be Diamond Seaglaze D style fit in extruded aluminum frames.</p> <p>All glass will be Toughened Safety Glass. The thickness of the glass will be as per USCG regulations.</p> <p>One window on each side of the pilothouse and all main cabin windows shall be horizontal sliding. The pilothouse windows shall be clear. The window in the head shall be obscure glass. All main cabin and lab windows shall be tinted.</p> <p>One sliding, tinted window shall be installed either side of the door in the aft bulkhead of the deckhouse. The windows shall be approximately 29" x 36" long and shall fit between the top of the counter and the bottom of the upper cabinets as per general arrangement drawing.</p>	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>
<p><u>EXTERIOR DOORS:</u> All door hardware shall be the best quality stainless steel.</p> <p>Aluminum exterior doors, Diamond/Seaglaze Type 150 shall be fitted to the vessel.</p> <p>Doors shall be fitted to the following areas:</p> <ul style="list-style-type: none"> • 1 x Hinged door aft cabin with opening tinted window. • 1 x Hinged door port pilot house with fixed clear window. 	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>

<ul style="list-style-type: none"> • 1 x Hinged door starboard pilot house with fixed clear window. • 1 x Hinged head door with fixed opaque window. <p>All exterior doors will be fitted with stainless steel locksets, keyed alike, and supplied with 2 keys per door. All doors shall have 6" sills.</p>	
<p><u>SEATING:</u> The pilot house will be fitted with a Bentley First mate Large Helmsman seat. The helm seat will be mounted on a Garelick mount and swivel.</p>	<p><u>AS SPECIFIED: ()</u> Deviation:</p>
<p><u>HELM STATION:</u> A wheelhouse 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.</p> <p>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.</p> <p>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.</p>	<p><u>AS SPECIFIED: ()</u> Deviation:</p>
<p><u>LETTERING AND STRIPING:</u> The builder will produce a list of signage for approval by the Purchaser's representative.</p> <p>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.</p> <p>Proper signage shall be fitted to doors to stowage areas of first aid kit, lifejackets, firefighting, and other emergency equipment.</p> <p>Any Purchaser furnished graphics, decals, and other branding materials to be installed shall be done on a time and materials basis.</p>	<p><u>AS SPECIFIED: ()</u> Deviation:</p>
<p><u>ADDITIONAL COMPONENTS</u> In addition to the base boat, the following packages must be included in the design and building process. All packages shall be complete in all respects, fully equipped and fitted out by the Contractor in accordance with the best marine practices, complying with all the relevant rules and regulations of the United States Coast Guard Subchapter T vessels and other regulatory requirements.</p>	
<p><u>HYDRAULIC PACKAGE:</u></p> <ul style="list-style-type: none"> • Qty – 2: Vickers PVM 98 pump • Qty – 1: Hawe2 spool proportional valve • Qty – 1: ¾" Flow control • Qty – 1: Brand TS-2 valve • Qty – 1: Brand float kit • Qty – 1: Brand rotary kit • Qty – 1: Brand rotary spool • Qty – 2: ½' flow control 	<p><u>AS SPECIFIED: ()</u> Deviation:</p>

<ul style="list-style-type: none"> • Qty – 2: 24VDC Solenoid valve • Qty – 1: Load sense valve • Qty – 1: Load sense cartridge • Qty – 1: Load sense coil • Qty – 1: 3000# Cushion valve • Qty – 4: Parker 0103-12-8 • Qty – 2: Parker 2103-12-8 • Qty – 1: AW32 Hyd oil – 5gal • Qty – 2: 5616-2-½CNZ heat exchanger • Qty – 2: SK1705U clamp • Qty – 2: Zinga TF-2030-0 strainer • Qty – 2: Zinga SB-120-25-1-3 filter head • Qty – 2: Zinga SE-10 filters • Qty – 1: Zinga TF-1015-0 • Qty – 1: Zinga Aluminum filter breather • Qty – 2: Lube device G620-05-A-1 • Qty – 100: 1" X .083 – SS seamless tubing – ft • Qty – 160: ¾" X .065 – SS seamless tubing – ft • Qty – 160: ½" X .049 – SS seamless • Qty – 220: 3/8" X .035 – SS seamless tubing – ft • Qty – 40: ¼" X .035 – SS seamless tubing – ft • Qty – 1: Misc parts • Qty – 1: 24 VDC system wiring and misc components 	
<p><u>A-FRAME PACKAGE:</u></p> <ul style="list-style-type: none"> • Qty – 40 feet: 6" Schedule 40 6061 pipe – per ft (must have tensile 44.2ksi or higher) • Qty – 1: misc plate for foundations & picking eyes • Qty – 1: LED panel meter and enclosure • Qty – 1: System design, assembly, and training • Qty – 1: 20' interconnect cable • Qty – 2: 2½" cylinder w/316SS rod, clevis & ss pin • Qty – 4: joystick KAR-TECH #135-001-0153 (2 per control station) • Qty – 1: driver KAR-TECH #420403A-B • Qty – 1: wire harness • Qty – 1: KAR-TECH palm pilot • Qty – 1: hydraulic plumbing budget 	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>
<p><u>ELECTRONIC PACKAGE:</u></p> <ul style="list-style-type: none"> • Qty – 1: electronics panel • Qty – 1: GP33 color WAAS/GPS Navigator w/ 4.3" color LCD • Qty – 1: FCV620 Furuno, 5.6" color LCD sounder, less transducer • Qty – 1: flush mount stainless transducer 600W • Qty – 1: GD1920C Furuno 10.4" color LCD chart plotter without GPS receiver • Qty – 1: waterproof 30W deck horn, 8 ohm • Qty – 1: component wiring 	<p><u>AS SPECIFIED: ()</u></p> <p>Deviation:</p>

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

LOCAL BUSINESS PREFERENCE PROGRAM

The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor Department's Local Business Preference Program (LBPP) aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector.

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

The Harbor Department defines a LBE as:

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

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

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

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

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: _____

Title: _____

Printed Name: _____

Date Signed: _____

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.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____
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 _____ (Seal)

**ETHICS – FORMS CEC 50 & 55
(ATTACHMENT C)**

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

Original Filing Amendment: Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN)	Awarding Authority (Department awarding the contract)
Bidder Name	
Address	
Email Address	Phone Number

Certification

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Name

Signature

Title

Date

Form 55 Instructions



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INTRODUCTION

Bidders who respond to certain City contract solicitations are limited by City law in their ability to spend money in connection with City elections. They are prohibited from making campaign contributions to and engaging in prohibited fundraising activity for City candidates and officeholders. They are also required to disclose their identities and the identities of their subcontractors and principals. Form 55 must be used for that purpose, and these instructions provide information about how to complete the form.

CONTACT INFORMATION

All questions about Form 55 and the laws regarding bidders and contractors should be directed to the Los Angeles City Ethics Commission:

ethics.commission@lacity.org

(213) 978-1960 phone

(213) 978-1988 fax

Whistleblower Hotline: (800) 824-4825

200 North Spring Street
City Hall 24th Floor, Suite 2410
Los Angeles CA 90012

ethics.lacity.org

BIDDER RESPONSIBILITIES

A bidder is any person who bids on or submits a proposal or other response to a City contract solicitation, whether it involves a competitive or a non-competitive selection process.

You are a bidder required to complete Form 55 when all of the following apply:

- You submit a response or proposal for an RFP (request for proposals), RFQ (request for qualifications), RFB (request for bids), or any other written or verbal request to enter into a competitive or non-competitive City contract; and
- The contract is expected to be valued at \$100,000 or more; and
- The contract must be approved by an elected office (City Council, Mayor, City Controller, or City Attorney).

For purposes of Form 55, a **contract** is any agreement, franchise, lease, non-regulatory permit, land use license or easement, or concession with the City that meets the qualifications listed above. This includes an agreement for the performance of any work, service, or construction; the provision of any materials, goods, or equipment; the sale or purchase of property; and the making of grants. This also includes the selection of a pre-qualified list of persons to contract with the City if the RFQ's not-to-exceed amount is at least \$100,000 and the list selection requires approval by an elected City office. The definition does *not* include a contract with another government agency or a contract between a City proprietary department and an underwriting firm for a noncompetitive sale of revenue bonds.

Form 55 is used to disclose information about the following individuals and entities:

- You (the bidder);
- Your principals;
- Your subcontractors with subcontracts valued at \$100,000 or more; and
- The principals of those subcontractors.

The campaign finance restrictions and requirements in Los Angeles City Charter § 470(c)(12) and Los Angeles Municipal Code § 49.7.35 apply to all of those individuals and entities. They are subject to the laws because of the positions they hold in relation to a City bid, not because they are disclosed on your Form 55. See section G for more information.

You are required to do all of the following:

1. **Submit** a completed Form 55 with your bid or proposal documents to the City department awarding the contract.
2. **Amend** your Form 55 within 10 business days if the information in the form changes after you submit it with your bid or proposal.
3. **Notify** your principals and subcontractors of the campaign finance restrictions and requirements that apply to them.

PAGE 1: COVER PAGE AND BIDDER INFORMATION

You must complete all sections on the cover page.

A. ORIGINAL OR AMENDED FILING

ORIGINAL FILING

Check this box if this is the first time you are submitting a Form 55 in connection with the City contract that you are currently seeking or have been awarded.

AMENDMENT

Check this box if you are making changes to a Form 55 that you previously submitted in connection with the same City contract that you are seeking or have been awarded. For an amended filing, you must provide the later of:

- The date that your original Form 55 submission was signed; or
- The date that your most recent amendment was signed.

Example 1: *Your law firm submitted a Form 55 last month when responding to an RFP from the City Attorney's Office for legal services. Your law firm is now responding to an RFP with the Port of Los Angeles for a different contract to provide legal services. Check the "Original Filing" box on the Form 55 submitted to the Port, because this is the first time your firm is submitting Form 55 in connection with the contract with the Port.*

Example 2: *Your company submitted a Form 55 last week when responding to an RFP from the Department of Water and Power (DWP) for construction services. This week, your company moved its offices to a new location. Your company is required to update its contact information on the Form 55 submitted with its proposal. On a new Form 55, check the "Amendment" box, because your company is submitting an updated version of the Form 55 that was already submitted in connection with the construction services contract.*

B. REFERENCE NUMBER

If applicable, provide the bid number, contract number, BAVN ID, or other identifying number or code assigned to the bid or contract that you seek. You can usually find this number on the City solicitation package (e.g., the RFP documents). However, not all solicitations have a reference number.

If there is no reference number for the bid or contract, enter "N/A" in this box.

C. DATE BID SUBMITTED

Enter the date that you submit your bid or response documents to the City department that will be awarding the contract.

D. CONTRACT DESCRIPTION

Provide the following information in this section:

- Title of the RFP, RFQ, or RFB, as listed on the City solicitation documents; and
- Description of the services to be provided under the contract.

A brief description of the contract is usually given in the RFP, RFQ, RFB, or solicitation documents. If you cannot find one, describe what will be performed under the contract.

E. AWARDING AUTHORITY

Provide the name of the City department that will be awarding the contract you seek.

F. BIDDER INFORMATION

Provide all of the following information:

- Bidder's full legal name;
- Bidder's business address;
- Bidder's phone number; and
- Bidder's email address.

The email address and telephone number provided in this section will be used to contact you if there are questions about the information provided in your Form 55.

Remember to amend your Form 55 to keep this information current.

G. SCHEDULE SUMMARY

ITEM 1: BIDDER'S PRINCIPALS

Indicate whether you have one or more principals. Check only one box ("Yes" or "No").

A **principal** is any of the following:

- Board chair;
- President;
- Chief executive officer;
- Chief operating officer;
- An individual who serves in the functional equivalent of any of the above positions;
- An individual who holds an ownership interest of 20% or more; or
- An employee authorized to represent you before the City regarding this contract.

Example 1: You are putting together a proposal for a City contract on behalf of your employer, ABC, Inc. The proposal must include a Form 55. Because ABC, Inc. is an entity, you must check the "Yes" box and disclose ABC, Inc.'s principals on attached Schedule A pages.

Example 2: You are an individual submitting a proposal for a City contract and must complete a Form 55. You have two employees who are authorized to represent you before the City on this proposal. You must check the "Yes" box and disclose yourself and those employees as your principals on attached Schedule A pages.

All bidders who are entities are required to complete Schedule A. Most bidders are entities, so most bidders must check the "Yes" box and attach Schedule A pages to the cover page.

Attach to the cover page as many Schedule A pages as necessary to identify all of your principals.

ITEM 2: SUBCONTRACTORS AND THEIR PRINCIPALS

Indicate whether you have one or more subcontractors with subcontracts valued at \$100,000 or more on the City contract you seek. Check only one box ("Yes" or "No").

Example 1: Your construction company is submitting a response to a City RFP to provide construction services on a development project and must submit a Form 55. For the proposed project, you expect to hire ABC Company as a subcontractor that will perform \$50,000 worth of work and XYZ Corporation as another subcontractor that will perform \$200,000 worth of work. Check the "Yes" box and attach Schedule B pages to disclose XYZ Corporation and its principals.

Example 2: Your architecture firm is submitting a response to a City RFP to provide landscape design services at a new park, and a Form 55 is required. For the proposed project, you expect to hire two subcontractors: More Sunshine, Inc., which will provide consulting services worth \$30,000; and Beautiful Parks Company, which will perform \$85,000 worth of the work. Check the "No" box, indicating that you do not have any subcontractors with subcontracts valued at \$100,000 or more.

Attach to the cover page as many Schedule B pages as necessary to identify all of your subcontractors and their principals.

ITEM 3: TOTAL NUMBER OF PAGES SUBMITTED

Enter the total number of Form 55 pages that you are submitting, including the cover page and all attached Schedule A and B pages.

H. CERTIFICATION

Form 55 must be signed by an authorized representative of the bidder. By signing this section, you are certifying under penalty of perjury all of the following:

- You understand and will comply with the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and Los Angeles Municipal Code § 49.7.35;
- You have notified your principals and subcontractors of the requirements and restrictions; and
- The information you provided in the Form 55 and all attached pages is true and complete to the best of your knowledge and belief.

PAGE 2: SCHEDULE A – BIDDER'S PRINCIPALS

You must complete this section if you have principals. If you are an entity, this section is required. You must disclose the name, title, and business address for each of your principals. For a definition of "principal", see the instructions for Page 1, Section G.

If you need more space, mark the box indicating that you are attaching additional Schedule A pages. You may attach as many additional Schedule A pages as necessary to disclose all of your principals.

Remember to include all Schedule A pages in the total page count on your cover page and attach them to the cover page.

PAGE 3: SCHEDULE B – SUBCONTRACTORS AND THEIR PRINCIPALS

You must complete this section if you will have subcontractors with subcontracts worth \$100,000 or more. You must disclose the names and business addresses of those subcontractors and the names, titles, and business addresses of their principals. For a definition of "principal", see the instructions for Page 1, Section G.

You must submit at least one Schedule B page for each subcontractor. Provide the name and business address of the subcontractor, and then mark the appropriate box to indicate whether the subcontractor has principals.

If a subcontractor has more principals than will fit on one page—or if you have multiple subcontractors to disclose—mark the box indicating that you are attaching additional Schedule B pages. You may attach as many additional Schedule B pages as necessary to disclose all of your subcontractors with subcontracts worth \$100,000 or more and all of their principals.

Remember to include all Schedule B pages in the total page count on your cover page and attach them to the cover page.

Prohibited Contributors (Bidders)

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 at (213) 978-1960.

Original Filing Amendment: Date of Signed Original _____, Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN): _____ Date Bid Submitted: _____

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):

Awarding Authority (Department awarding the contract): _____

Bidder Name: _____

Bidder Address: _____

Bidder Email Address: _____ Bidder Phone Number: _____

Schedule Summary

Please complete all three of the following:

- | | | |
|---|---|--|
| <p>1. SCHEDULE A – Bidder's Principals <i>(check one)</i>
The bidder has one or more PRINCIPALS, as defined in LAMC § 49.7.35(A)(6).
At least one principal is required for entities. <i>(If you check "Yes", Schedule A is required.)</i></p> | <p>Yes
<input type="checkbox"/></p> | <p>No
<input type="checkbox"/></p> |
| <p>2. SCHEDULE B – Subcontractors and Their Principals <i>(check one)</i>
The bidder has one or more SUBCONTRACTORS on this bid or proposal with
subcontracts worth \$100,000 or more. <i>(If you check "Yes", Schedule B is required.)</i></p> | <p>Yes
<input type="checkbox"/></p> | <p>No
<input type="checkbox"/></p> |
| <p>3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): _____</p> | | |

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:
A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Name

Signature

Title

Date

Prohibited Contributors (Bidders)

Schedule A - Bidder's Principals

Please identify the names and titles of all 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.

Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____

Check this box if additional Schedule A pages are attached.

Prohibited Contributors (Bidders)

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 the threshold.

Subcontractor's Name
Subcontractor's Address

Please check one of the following options:

This subcontractor has one or more principals. Yes* No

** Each principal's name and title must be 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.*

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Check this box if additional Schedule B pages are attached.

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1188
(SHOW THIS NUMBER ON ENVELOPE)

GENERAL CONDITIONS READ CAREFULLY

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

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

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

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

Materials shall be listed separately on invoices covering repairs or installation service.

The Harbor Department will not be responsible for services, materials, or supplies furnished without prior authorization from the Director of Contracts and Purchasing.

This contract must not be assigned or transferred to anyone without the written approval of the Director of Contracts and Purchasing.

Discount period to be computed from date of receipt of invoice, or complete acceptance of goods or services, whichever is the later date.

In case of delay of payment beyond 30 days after acceptance of goods or services or date of invoice, whichever is later, please write the Harbor Department Accounting Section giving the contract number, stating to which division and on what date delivery was made.

Harbor Department may pay on partial deliveries, but right is reserved by the Director of Contracts and Purchasing to require complete delivery before payment.
12. **TIME AND MATERIALS WITH NO FIXED FEES:** ALL INVOICES WITH PAYMENTS FOR TIME AND MATERIALS MUST BE SUPPORTED / BACKED UP BY TIME SHEETS.

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

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1188
(SHOW THIS NUMBER ON ENVELOPE)

20. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.
21. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
22. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year after the current fiscal year is contingent upon City's appropriation of funds for that purpose. The City's fiscal year ends on June 30th of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.
23. **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Vendor is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

THE END

No. 285 Rev. 07/15-116