

TO: HARBOR DEPARTMENT PURCHASING OFFICE
BY MAIL: P. O. Box 786, Wilmington, CA 90748
DELIVERY: 500 Pier "A" Street, Berth 161
Wilmington, CA 90744

BID NO. F-755 Page 1
Show this number on envelope

Contract No. 39598

1. COMPLETE CONTRACT

INCLUDES ADDENDUM NO. 2

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

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

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

3. AMOUNT TO BE PAID

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

4. CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

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

5. DECLARATION OF NON-COLLUSION

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

6. LEGAL JUSTIFICATION

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

EXECUTED AT: Palmetto, FL ON THE 13 DAY OF June, 2011
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Progressive Industrial, Inc.
Phone (941) 723-0201 Fax (941) 723-9422
Address 1412 16th Ave Drive East Palmetto FL 34221
Street City State Zip

Michael McCormick Michael McCormick President
Signature Printed Name Printed Title

[Signature] Brian Degulis Secretary
Signature Printed Name Printed Title

(Approved Corporate Signature Methods)

(AFFIX CORPORATE SEAL HERE)

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

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

County of Manatee
State of Florida S.S.

Subscribed and sworn this date
June 13, 2011

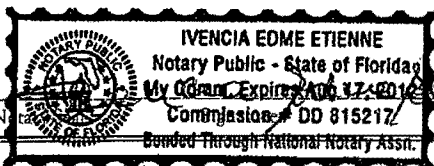
In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below.

Approved as to Form and Legality
9-15, 2011

City Attorney
BY [Signature]
Deputy BANN

By _____
Executive Director Harbor Department

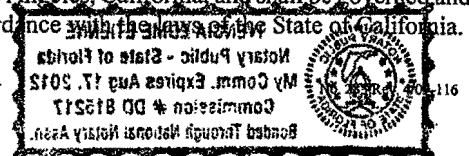
Date



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 Purchasing Division, 500 Pier "A" Street, P. O. Box 786, Wilmington, CA 90748. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.
2. **TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
3. **SPECIFICATION CHANGES.** Bidder may request in writing that specifications be modified if its provisions restrict bidder from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All bidders will be notified by Addendum of any approved changes in the specifications.
4. **BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Bidder must describe variations in their Bid.
5. **AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the bidder. The City may make combined award of all items complete to one bidder or may award separate items to various bidders. Bidders may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
6. **PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
7. **PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
8. **DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
9. **PAYMENTS.** Payment terms are NET 30 days unless bidder quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
10. **ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Purchasing.
11. **NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
12. **SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.
13. **PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
14. **CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.
15. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.
16. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.

THE END



FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-755

<p style="text-align: center;">SUBMIT BID TO :</p> <p>By Hand: Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744</p> <p>By Mail: Los Angeles Harbor Department Purchasing Office P. O. Box 786 Wilmington, CA 90748</p>	<p>BID DUE BEFORE 2:00 P.M. June 15, 2011</p>
<p>Buyer: Michelle Johnson, Procurement Supervisor (310) 732-3890</p>	<p>BIDS WILL BE PUBLICLY OPENED</p>

MJ 5-31-11

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

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
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THIS IS A REBID OF BID NO. F-732

1. 1 Ea Each \$ 251,000.00
TOWBOAT/PUSHBOAT, new steel 25' x 14' x 6'
 In accordance with attached specification No. LAHD-TB 10/11.

 State Make, Model, and Model Year Quoting: Progressive, "Super Triumph" 2011

Note: Price to include All shipping charges F.O.B: Los Angeles Harbor Department, Berth 161, Wilmington, CA 90744. Failure to do so may deem bidder non-responsive and may void bid.

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.

REQ. NO.: E-110471 NOTIFY: Damien Young 05/31/11 MJ:bh 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
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FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-755

BID DUE BEFORE 2:00 PM ON: June 15, 2011

SUPPLIER CONTACT INFORMATION:

Contact Person: Michael McCormick

Title: President

Telephone No.: (941) 723-0201

Fax No.: (941) 723-9422

E-Mail Address: Pindustrialmike@aol.com

24 Hour Contact No.: (941) 238-8014

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

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

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

DEALER SERVICE. All equipment furnished shall be completely serviced locally by the vendor prior to delivery. It shall be ready for operation when delivered. Any further servicing by the vendor will not be required except in connection with repairs or adjustments covered by the Manufacturer's or Dealer's warranty.

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

HARBOR DEPARTMENT
CITY OF LOS ANGELES
500 Pier A St.
Wilmington, CA 90744-6433

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

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-755

BID DUE BEFORE 2:00 PM ON: June 15, 2011

MAKE AND MODEL.

Make and Model quoted: Progressive Super Triumph

GVWR: _____ # Engine: 230 cu. in.

Net H.P. @ 2600 RPM

Wheelbase: _____ " Cab/Axle: _____ "

GVWR. All vehicles shall meet the Federal GVWR rating and all components shall have corresponding GVWR ratings. Any vehicle that requires a larger wheel and tire size on the rear axle shall have an equal size wheel and tire on the front axles, unless otherwise specified.

NOTIFICATION. The vendor shall notify the Harbor Department at (310) 732-3550 not less than five (5) days in advance that the vehicle is ready for the following inspections: (1) Pre-delivery inspection of completed vehicle, (2) Final inspection at point of delivery.

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, Berth 161, Wilmington, CA 90744.

DELIVERY. Delivery is desired within 30 days after vendor receives order. If this time cannot be met, show in the space provided on the Bid Sheet the best delivery time you can guarantee.

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

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

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

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

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-755

BID DUE BEFORE 2:00 PM ON: June 15, 2011

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: Progressive Industrial, Inc.

ADDRESS: 1412 18th Avenue Drive East

Palmetto, FL 34221

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.

AUTHORIZED DISTRIBUTOR/DEALER:

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

Yes: _____ No: _____

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

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

ADDENDUMS. From time to time the Harbor Department may deem it necessary to issue an addendum(s) to modify or cancel a Bid Request. Such addendum(s) will be available on the Port of Los Angeles internet website – www.portoflosangeles.org 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 addendum(s) before the deadline of the applicable bid request. Failure to do so may deem the bid non-responsive.

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

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

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-755

BID DUE BEFORE 2:00 PM ON: June 15, 2011

EQUAL BENEFITS POLICY

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

ENVIRONMENTAL MANAGEMENT SYSTEM

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

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

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

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

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-755

BID DUE BEFORE 2:00 PM ON: June 15, 2011

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, (213) 473-5901, 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.

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

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

DESCRIPTION: TOWBOAT/PUSHBOAT, NEW, STEEL, 25', TRUCKABLE

GENERAL: It is the intent of this specification to describe in a general form the requirements of the equipment and options desired. Equipment of equal performance and capability, but differing in detail from the specification may be considered providing it meets the intent of the specifications. When a specification for a particular item(s) is not defined, the manufacturer's standards are satisfactory.

Bidder must indicate with a check mark, in the spaces provided, after each item, if they COMPLY with the specifications for that item. If they do not comply, each deviation must be described in the space that follows. If insufficient space, indicate "see attached" and describe all deviations on an attachment to the bid. Make sure all deviations are labeled to identify the item for which the deviation is taken. A cover letter must be included indicating that deviations to the specifications are in a separate attachment to the bid. Failure to properly complete this required information may result in bid being rejected as non-responsive.

<p>ITEM REQUESTED:</p> <p>25'x14'x6', 460-hp (2 ea 230 hp Cummins QSB230)</p> <p>Vessel Particulars- Dimensions: Length - 25 ft 0 in Breadth - 14'-0" Depth - 6 ft 0 in Horsepower - 460 (2 ea 230 hp Cummins QSB230)</p>	<p>Comply: <input checked="" type="checkbox"/> Deviation:</p>
<p>GENERAL:</p> <p>HULL DIMENSIONS: 25'0" Long X 14'0" Wide X 6'0" Depth</p> <p>DECK HOUSE: 8' x 8' x 7' deck house</p> <p>PILOT HOUSE: 4' x 7' x 7' pilot house with 16' eye level and walk way around entire pilot house. Pilot house front windows angled out. Opening center window.</p> <p>FLYBRIDGE: 4' x 7' x 7' flybridge control station with an approximate 23' eye level. (similar to Progressive Industrial's Triumph Model) with steering, transmission and engine controls.</p> <p>PUSH KNEES: 2' Wide extending 4' above deck and 2' below, faced with Jonson rubber weld on push knee pads.</p> <p>BULLWARKS: Full bulwarks, heavily framed and angled in, with rounded corners and freeing ports around entire vessel.</p> <p>ENGINE ROOM: Well lit and well ventilated with steel flooring.</p> <p>FUEL: 500 Gallon tank with internal baffles.</p>	<p>Comply: <input checked="" type="checkbox"/> Deviation:</p>

DESCRIPTION: TOWBOAT/PUSHBOAT, NEW, STEEL, 25', TRUCKABLE

STRUCTURAL:

PLATING: ¼ "A 36 Prime Domestic, hull and bulwarks. ¼ " on pilot house and deck house. 3/8" thick rounded hull corners.

FRAMING: Longitudinal framing, 3/8" x 3" flat bar, Bulkheads, transom, headlog, deck, and sides. Maximum spacing 24". Transverse framing, 3/8" x 6" flat bar, 72" maximum spacing.

BOTTOM: Transverse framing, ½ " x 5" flat bar, 18" maximum spacing.

SHAFT AND RUDDER TUBES: Minimum 3/8" wall Domestic pipe. Propeller shaft fully enclosed.

RUDDERS AND PROPELLERS: Fully protected by full skeg capable of supporting full weight of the boat.

KEEL COOLERS: 8' x 11.5 channel. Fairing plates front and rear. Welded 100% and pressure tested.

SUPERSTRUCTURES: ¼ "Plate throughout, heavily framed throughout.

STRINGERS: Full length engine stringers.

HULL PENETRATIONS AND DECK FITTINGS: Doublers on all hull penetrations and deck fittings.

PREPARATION AND PROCESS: All structures sand blasted inside and out. All seams, butts, and corners welded 100% inside and out. Intermittent welding of frames 4" on 4" off alternate sides. All welding is continuous wire feed mig process using A.B.S. approved wire and gas.

Comply:
Deviation:

MACHINERY:

MAIN ENGINES: Two new 2 ea 230 hp Cummins QSB230, Tier III, or best available, Electronic controlled engine with full instrumentation and fully programmable for varying operation parameters. Installation inspected and approved by Cummins with two year factory warranty.

TRANSMISSION: with electric control valves.

SHAFTS: Two 2-1/2" Stainless steel Aquamet 22.

PROPELLERS: Bronze propellers.

ENGINE MOUNTS: Six point vibration isolation mounts.

EXHAUST: Vertical exhaust with perforated stainless guards.

COOLING SYSTEMS: All machinery is keel cooled with integral coolers of 8" X 11.5 channel welded to bottom of vessel with large engine mounted expansion tanks.

CONTROLS: Two station Cummins/Mercruiser electronic control system.

MAIN ENGINE ELECTRICAL: 2 ea Group 8 D starting batteries. One Group 8 D house battery. Two 80 amp alternator.

Comply:
Deviation:

January 31, 2011
VERSION: 3

HARBOR DEPARTMENT
SPECIFICATION NO. LAHD-TB 10/11

DESCRIPTION: TOWBOAT/PUSHBOAT, NEW, STEEL, 25', TRUCKABLE

<p>GENERATOR: One 20 KW Kubota powered gen set 1800 RPM 120V/240V, Single phase, Keel cooled. Stack Exhaust.</p> <p>STEERING: Teleflex Seastar hydraulic steering system, Two station.</p>	<p>Comply (✓)</p>
<p>LIGHTING: Full navigation and towing lights with mast, appropriate for inland navigation required by the USCG. Pilot house, engine room and deckhouse have adequate AC and DC lighting.</p>	<p>Comply: (✓) Deviation:</p>
<p>CATHODIC PROTECTION: Appropriate quantity of 6" X 12" bolt on zinc's on underwater areas to protect vessel in a salt water environment.</p>	<p>Comply: (✓) Deviation:</p>
<p>DECK EQUIPMENT AND FITTINGS: 2 ea - 5-ton Bebee/Wintech winches with pedestals and wire rope buttons. 1 ea - Towing bit 4 ea - Cleats</p>	<p>Comply: (✓) Deviation:</p>
<p>ELECTRICAL: 12 VDC electrical distribution panel and circuit breaker in pilothouse. 120 VAC/40 amp electrical distribution panel and circuit breaker in pilothouse. 30 Amp shore power system with complete wiring and distribution panel. 120 VAC/12VDC, 30 amp, 3 Bank Battery Charger</p>	<p>Comply: (✓) Deviation:</p>
<p>ACCESSORIES: AIR CONDITIONING - Through wall mounted pilot house air-conditioning</p>	<p>Comply: (✓) Deviation:</p>
<p>DELIVERY: FOB Shipping Point</p>	<p>See Attached Comply: () Deviation:</p>
<p>GENERAL REQUIREMENTS: Equipment shall be new and unused, current model year. Shall be factory standard in all respects not in conflict with specific requirements.</p>	<p>Comply: (✓) Deviation:</p>
<p>INSPECTION: The vendor shall notify Steven Mangold, Mechanical Repair General Supervisor, Fleet Operations and Maintenance Section, Construction and Maintenance Division, Harbor Department, City of Los Angeles, at (310) 732-3550, not less than five (5) days in advance, that the equipment is ready for the following inspections:</p> <ol style="list-style-type: none"> 1. The pre-delivery inspection of the completed equipment shall be at the dealer's location. 2. <u>If discrepancies are found, the vendor will be responsible for resolution prior to acceptance for delivery.</u> 3. Final inspection at the point of shipping. 	<p>Comply: () Deviation: See Attached</p>
<p>DELIVERY: Requested ASAP, Equipment to be delivered to the Harbor Department, Construction and Maintenance Division, 500 Pier "A" Street, Berth 161, Wilmington, California 90744.</p> <p>State best delivery: _____ days from receipt of order.</p>	<p>Comply: () Deviation:</p>
<p>PAYMENT TERMS:</p>	<p>Comply: ()</p>

January 31, 2011
VERSION: 3

HARBOR DEPARTMENT
SPECIFICATION NO. LAHD-TB 10/11

DESCRIPTION: TOWBOAT/PUSHBOAT, NEW, STEEL, 25', TRUCKABLE

25% Progress payment upon proof of vendor receipt of materials for construction of towboat.
75% Final payment upon confirmation of receipt by the Harbor Department of all contractually required items.

Deviation:
See Attached

FINAL NOTES:

1. The Harbor Department is exempt from payment of Federal Excise Taxes and will furnish vendor with tax exemption certification upon request.
2. Vendor to indicate:
 - i. Contact Person:
 - ii. Phone:
 - iii. FAX:
3. Dealer to present transfer papers at the Construction and Maintenance Division, Administrative Office, Berth 161, 500 Pier "A" Street, Wilmington, CA 90744.

Comply: ()
Deviation:

SUBMITTED BY: *Progressive Industrial, Inc*
(NAME, PHONE) *Michael McCormick*
(941) 723-0201
Signature *Michael McCormick*



Addendum No. 1 is not part of the final contract.

Berth 161 500 Pier "A" Street Wilmington, CA 90748-0786 TEL/TDD 310 732-3890 FAX 310 513-6234 www.portoflosangeles.org

Antonio R. Villaraigosa

Mayor, City of Los Angeles

Board of Harbor
Commissioners

Cindy Miskowski
President

David Arlan
Vice President

Kaylynn L. Kim

Robin M. Kramer

Douglas P. Krause

Geraldine Knatz, Ph.D.

Executive Director

August 29, 2011

Progressive Industrial, Inc.
1412 18th Avenue Drive East
Palmetto, FL 34221

Attn: Michael McCormick

Addendum No. 2, Bid No. F-755 – Towboat/Push Boat

In response to Progressive Industrial, Inc.'s (Progressive), bid submittal, while Progressive is the apparent lowest bidder the deviations can't be accepted by the Harbor Department (Department).

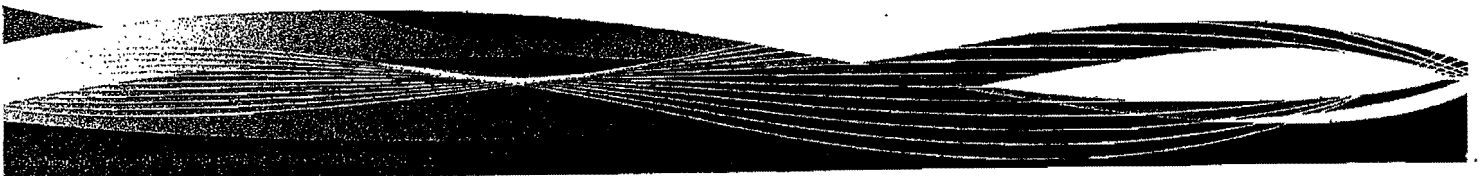
It is the Port's intent to award to Progressive, however, the following terms and conditions are acceptable in order to move forward:

- Full payment to the shipping company is the responsibility of Progressive.
- Upon delivery of towboat to shipping company by Progressive, Progressive shall ensure that the Department is the named insured on shipping company's policy.
- Upon completion of the towboat the Department shall have 15 days to inspect the vessel at the builder's location.
- If the vessel meets all contract requirements the Department shall take all reasonable effort to make final payment to Progressive in the form of a wire transfer within 30 days.

ADD:

- It is understood by both parties that the boat will not ship until final payment is made to Progressive as stated above. In the event that Department has not made final payment within 90 days of completion and assuming the boat meets all requirements of the contract. Then Progressive shall retain the 25% deposit paid as liquidated damages and no further liabilities shall exist to any of the parties hereto.
- Title documents shall be provided by Progressive Industrial to the Port of Los Angeles at the time of delivery.

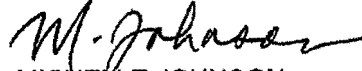
(Continued on page 2)



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

Please sign and return this letter no later than September 6, 2011. Questions, please contact me at (310) 732-3895.

Very truly yours,



MICHELLE JOHNSON
Procurement Supervisor



PROGRESSIVE INDUSTRIAL, INC.

9/2/11

DATE