



VESSEL BUILD AGREEMENT

Effective Date: _____, 2022

BETWEEN: Moose Boats, LLC, herein called the "Builder"
1175 Nimitz Avenue, Suite 150
Vallejo, CA 94592

AND: The City of Alameda, herein called the "Purchaser"
2263 Santa Clara Ave.
Alameda, CA 94501

1. Agreement to Build

The Builder agrees to construct and build in turn-key fashion for the Purchaser, a Fire Boat (the "Vessel"), in strict accordance with the specifications, as listed in the Specifications Addendum, herein attached as Exhibit B.

2. Price, Payment Schedule and Specifications Addendum

The parties agree that that the total contract price for the vessel is \$1,202,347.24

The Contract Price shall be paid as follows:

- \$260,000.00 will be paid upon completion of the pre-construction meeting
- \$441,114.94 will be paid upon completion of the mid-construction meeting
- \$441,114.94 will be paid upon completion of sea trials
- \$60,117.36 will be paid upon delivery of the Vessel

3. Specifications and Acceptance

The Builder agrees to furnish all materials, tools, labor, yard, utilities, building facilities and to construct the Vessel in the Builder's facility.

The Builder will provide all manufacturers' warranty cards and provide to Purchaser all instruction books, owner's manuals, etc., assembled in a series of binders.



4. Change Orders

Change orders are considered to constitute the following:

- Purchaser supplied materials or components that require design and/or engineering detailing, other than those set forth in proposal;
- Purchaser supplied components that must be installed by the Builder requiring labor, fittings and hardware, other than those set forth in the proposal;
- Engineering, design and drawings to enable changes to be made;
- Outside services by consultants or suppliers outside or in addition to the specifications, as listed in the Specifications Addendum;
- Changes that require rework to any part of the Vessel; and or
- Any change that impacts the net cost or delivery schedule.

To execute a change:

- If changes in the plans and specifications are to be made, such changes may be made if mutually agreed upon in writing and set forth on paper or in email;
- The Purchaser will be notified in writing when such change order will affect cost and/or projected delivery date;
- The Builder will make every effort to establish a cost for each change and notify Purchaser prior to making the change; and
- Any changes that are agreed to be made on a time and material basis will be performed at the estimated rate of material plus 25% and \$160 per hour.

5. Construction Schedule

The Builder shall make every effort to have the Vessel completed by September 30, 2024. If and insofar as the failure to have the Vessel completed and ready for sea trials by the said date is due to the default of the Purchaser or failure of any suppliers of machinery, fittings, materials, or equipment or of fuel, light, power or other facilities required for the operation of the Builder's works, or strikes, lockouts, labor disruption, destruction of work, acts of God, fire, explosion, tempest, weather, earthquake, accident, acts of terrorism, directly or indirectly affecting the works of the Builder or any cause beyond the control of the Builder, whether similar to the foregoing or not, and whether arising before or after the date of this Agreement, then such failure shall not constitute any default or breach of contract on the part of the Builder and no penalties or damage shall be payable to the Purchaser by the Builder in respect thereof, and the time for completing the Vessel and making it ready for sea trials, shall be extended from time to time, as often as such events occur, by a reasonable period which shall be fixed by agreement between the Builder and Purchaser.



In any case, the Builder will notify the Purchaser in writing immediately upon becoming aware of the cause and nature of the delay.

6. Insurance

During the construction and until delivery, the Builder shall maintain a standard "Marine Builders Broad Form Risk Policy" or its equivalent for the estimated price and/or reasonable value of the materials and supplies to be furnished by the Purchaser. The Vessel shall be held by the Builder at its own risk until final construction, during launching, sea trials and afloat until final delivery and acceptance by the Purchaser.

The Builder will furnish to the Purchaser, evidence of insurance coverage if requested in writing, after execution and delivery of this Agreement. The policy shall be effective during the life of this Agreement and the Builder shall further be required to maintain, with an approved company, such insurance as is necessary to protect itself and contingent liability of the Purchaser from claims made under the Workmen's Compensation Act, or from claims for damages or personal injury, including death, which may arise from the construction of the Vessel and/or from any operation under the contract whether such operations be by the Builder, subcontractor or employee.

7. Inspection

Purchaser and/or its agent(s) may request access to the Vessel for the purposes of inspecting, viewing and photographing the Vessel. Builder will consider Purchaser's request and work with Purchaser to select a mutually convenient time to allow for Purchaser's visit onto Builder's premises.

8. Title and Registration Certificates

Builder agrees to deliver to the Purchaser a properly executed Builder's Certificate at the time of completion, certifying that the Vessel is free and clear of any and all liens and encumbrances and to enable the Purchaser to properly document the Vessel in accordance with such laws and regulations of the government of the United States and/or any service or agency having jurisdiction in these premises.

Licensing and/or registration will be the responsibility of the Purchaser.



9. Purchaser's Default

If the Purchaser shall commit a breach of or be in default in any covenant or provision in this Agreement, the Builder may give the Purchaser a thirty (30) day notice in writing demanding that the same be remedied, and if, at the expiration of the thirty (30) day period from the date of the notice, such breach or default shall continue, then the Builder may by written notice to the Purchaser:

- Cease work on the Vessel;
- Declare due and payable by the Purchaser any remaining balance of the Contract Price;
- Charge the Purchaser for rent and for all other costs and expenses, whether legal or otherwise, which the Builder shall incur because of a default or breach under this Agreement;
- Sue the Purchaser for the remaining balance of the Contract Price, plus prejudgment interest, attorneys' fees and costs in accordance with Section 17 below; and/or
- Sell or otherwise dispose of the Vessel as is or complete and sell the Vessel, in which case the Builder may sue the Purchaser for any loss on the resale or by reason of the Purchaser's breach.

10. Builder's Default

In the event the Builder fails to carry out the terms of this Agreement or becomes bankrupt or insolvent or takes the benefit of any act available for insolvent debtors, the Purchaser may give the Builder a thirty (30) day notice in writing demanding that such default be remedied and if at the expiration of the thirty (30) day period from the date of the notice, such breach or default shall continue, then the Purchaser may, at his option, enter upon the Builder's yard and take possession of the Vessel in her present state and such materials, supplies, machinery, equipment and fittings as are intended or proposed to be used in the construction of the Vessel, and may cause the construction of the Vessel to be completed by any other person, firm or corporation the Purchaser wishes to employ.

11. Title to Vessel

Builder shall grant progressive ownership to the Purchaser to the extent as progress payments for the build have been made, and materials, parts and supplies not paid for by the Purchaser, remain vested to the Builder until acceptance and delivery.



12. Sea Trials

Builder shall provide a crew for and conduct an adequate dock and sea trial and to operate the Vessel to determine its cruising speeds at various RPMs and to calibrate the Vessel's instrumentation. The Builder will agree to correct any and all defects in workmanship, materials and supplies that may be discovered during the dock and sea trials without additional cost to the Purchaser, but only if such defects are due to Builder's breach of the parties' agreed upon scope of work. Acceptance of the Vessel following trials shall not prevent the Purchaser from asserting claims with respect to defects for which the Builder is responsible and which are discovered within twelve (12) months after delivery of Vessel to Purchaser, but only if the Purchaser reports a known deficiency in writing to the Builder within 72 hours of its detection.

Failure on the part of the Purchaser to notify the Builder of a known deficiency upon its detection voids the warranty for the deficiency and the deficiency's resultant effect.

13. Performance Bond

The Performance Bond shall be for 100% of the contract price to guarantee Builder constructs and builds the Vessel, within the time prescribed, in a manner satisfactory to the City, and that all materials and Workmanship will be free from original or developed defects. The bond shall be maintained by the Contractor in full force and effect until the completed Vessel is accepted by the City and until all claims for materials and labor are paid. The Form of Multiple Oblige Rider, included in the Performance Bond attachment, shall be completed to name JPMorgan Chase as an additional obligee on the Performance Bond. The Performance Bond remains in full force and effect during the one year warranty period, as stated in the Performance Bond attachment.

14. Assignment

Neither party may assign this Agreement without written consent of the other party. This Agreement shall inure to the benefit of and be binding upon the parties, their successors, legal representatives and permitted assigns. This Agreement shall not be modified, terminated or discharged, unless in writing signed by both Builder and Purchaser.

15. Warranty

The Builder's standard warranty, listed in and attached hereto as Exhibit A, shall come into effect upon Vessel delivery and the Purchaser hereby accepts the terms and conditions contained in the attached warranty.

The Builder shall warrant that all purchased materials and supplies for the build are equal or superior to the specifications listed in the Specifications Addendum.



In case of the discovery of defects, the Purchaser shall notify the Builder in writing, or by telephone, during the “Warranty Period,” which ends twelve (12) months after delivery. Purchaser’s failure to do so will void the warranty of said defect, and Purchaser shall be deemed to have waived any and all claims it may have against Builder. The Builder is also required to either repair or make good the defective workmanship or materials or pay the Purchaser a sum not greater than the sum the Builder would have charged any other person for comparable work done on Builder’s premises, but only if such defects are due to Builder’s breach of the parties’ agreed upon scope of work. The Builder shall assign to the Purchaser any vendors or manufacturer’s warranties.

16. Limitations on Liability; Limited Indemnification

(a) Limitations on Liability. Except as otherwise provided in this Agreement, the Builder shall not be under any liability to the Purchaser in connection herewith, in either contract, tort or otherwise and such liability itself shall be subject to the following limitations and exceptions, namely:

- In no circumstance whatsoever shall the Builder be liable for, nor shall any claim be made against the Builder for, indirect or consequential damages, including without limitation, loss of profits, economic loss, loss of use of the Vessel or damages consequential upon such loss of use.
- Other than as set forth in the warranty provided by the Builder to the Purchaser, all liability of every kind on the part of the Builder shall cease upon delivery of the Vessel.
- No suit or action shall be brought against Builder, for any reason or under any legal theory, after the shorter of (1) one year after the delivery of the Vessel, or (2) the time allowed by law.

(b) Limited Indemnification. Purchaser agrees to indemnify and hold harmless Builder, or any of its affiliates, employees, officers, agents, managers, members, directors or representatives (collectively, the “Builder Indemnitees”), including from all third-party claims, actions, suits, proceedings, investigations, liabilities, losses, damages, penalties, fines, costs and expenses (individually and jointly “Claim” or “Claims”), including without limitation reasonable attorney’s fees and costs, whether direct or indirect, in each case as and when incurred arising out of or relating to the operation of the Vessel following delivery. Builder Indemnities shall notify Purchaser in writing of any Claim. Such notice shall be accompanied by copies of all relevant documentation received by Builder Indemnities with respect to such, such as written demand, summons, complaint and other pleadings. In any action or proceeding with respect to which reimbursement or indemnification is being sought hereunder, Builder Indemnities will have the right to participate in such matter and to retain its own counsel at Builder’s own expense. Purchaser will at all times use reasonable good faith efforts to keep Builder Indemnities reasonably apprised of the status of the defense of any



matter the defense of which they are maintaining and to cooperate in good faith with each other with respect to the defense of any such matter. Purchaser may not, without the prior written consent of Builder (which consent shall not be unreasonably withheld or delayed), settle or compromise any claim or consent to the entry of any judgment with respect to which reimbursement or indemnification is being sought hereunder unless such settlement, compromise or consent (i) includes an unconditional release of Builder Indemnities from all liability arising out of such Claim, (ii) does not contain any admission or statement suggesting any wrongdoing or liability on behalf of Builder Indemnities, and (iii) does not contain any equitable order, judgment or term which adversely affects, restrains or interferes with the business of Builder.

17. Builder's Right to Display

The Builder reserves the right to display or demo the Vessel prior to its delivery and, subsequently, for twelve (12) months after delivery. Builder will bear all expenses relating to such showing of the Vessel. Builder will provide relevant insurance coverage for Vessel while Vessel is in Builder's possession.

18. Arbitration

(a) The Parties shall attempt to resolve all disputes between the Parties arising out of or relating to this Agreement and all related agreements, collectively or separately, amicably through good faith discussions upon the written request of any Party. In the event that any such dispute cannot be resolved thereby within a period of sixty (60) days after such notice has been given (the last day of such sixty (60) day period being herein referred to as the "Arbitration Date"), such dispute shall be referred to and finally determined by arbitration in accordance with the JAMS Streamlined Arbitration Rules for a dispute arising from Services provided in the United States. The tribunal will consist of a sole arbitrator. The place of arbitration will be in San Francisco, California. The language to be used in the arbitral proceedings will be English.

(b) If the Parties cannot agree upon the identity of the arbitrator within fifteen (15) days following the Arbitration Date, then an arbitrator shall be selected on an expedited basis in accordance with the Arbitration Rules and Procedures of JAMS. Any arbitrator so selected shall have substantial experience in admiralty law. The arbitrator shall have the authority to grant specific performance and to allocate between the Parties the costs of arbitration (including service fees, arbitrator fees and all other fees related to the arbitration) in such equitable manner as the arbitrator may determine. The prevailing party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction



or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each Party shall have the right to institute an action in a court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitrator, provided that a permanent injunction and damages shall only be awarded by the arbitrator. For all purposes of this Section, the Parties consent to exclusive jurisdiction and venue in the United States federal courts located in San Francisco, California. The Parties agree that this Section has been included to resolve rapidly and inexpensively any controversies, claims or disputes between them with respect to this Agreement, and that this Section shall be grounds for dismissal of any action commenced by any Party in any court with respect to any controversy, claim or dispute arising out of or relating to this Agreement.

19. Entire Agreement

This Agreement contains the entire agreement between the parties and there are no representations, warranties, guarantees, or promises of agreements other than those contained in this Agreement.

20. Counterparts

The parties may execute this Agreement in several counterparts, by facsimile or scanned electronic copies, each of which will constitute an original and all of which, when taken together, will constitute one agreement.

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IN WITNESS WHEREOF, the parties hereto have entered into and signed this Agreement as of the Effective Date.

BUILDER

PURCHASER

Moose Boats, LLC

City of Alameda

By: 
F7AA70D56DDF409...

By: _____

Stephen Dirkes

Name:

General Manager

Title:

Date: 8/10/2022

Date: _____

Approved as to Form
City Attorney

Mazarin Vakharia
Staff Attorney



Exhibit A

WARRANTY STATEMENT

Moose Boats, LLC ("Builder") warrants the vessel HIN # IROXXXXXX to the City of Alameda ("Owner") only. Warranties are as follows:

STRUCTURAL WARRANTY

Term 5-Years from Date of Delivery

Structural warranty encompasses the structural integrity of hull, deck and cabin structures that are essentially all welded aluminum. The warranty covers workmanship of fabricated elements, i.e.: welds, fasteners or other methods of assembly that insure the integrity, water tightness of hull, deck and cabin.

Exclusions

The structural warranty does not cover the aluminum sheet material itself, i.e., fault in manufacture alloy or composition, corrosion or deterioration from electrolysis as a result of environment, weather, neglect or factors beyond our control. The structural warranty also does not cover deterioration or failure of any part of the vessel due to abuse, neglect or stress beyond the intended design parameters of the vessel.

Remedy

Structural repair or replacement shall be the responsibility of the Builder.

It will be the responsibility of the Owner to bring the vessel at Builder's expense to an agreed upon facility capable of remedying the warranty issue. No warranty work will be performed without an agreed cost approved by the Builder, which shall not be unreasonably withheld or delayed. To minimize the amount of time that the vessel is out of service, warranty work shall be performed in the San Francisco Bay Area area, if feasible.

COMPONENT WARRANTY

Individual components of the vessel, purchased by Builder and installed on the vessel, are warranted by the companies that provide such components, i.e.: engine by engine manufacturer, etc.

All individual component warranties, information, and literature will be provided to Owner at the time of delivery of the vessel.

Remedy

It will be the responsibility of the Owner to remedy any and all warranty issues regarding such components.

If the component failure or warranty issue is determined to involve original installation failure or that the installation parameters contributes to failure or in anyway involves the installation of such equipment, the Builder will remedy the installation problem as required. It will be the responsibility of the Owner to make the vessel and/or its component problem available at an agreed location to remedy the warranty issue.

Term

The term of such warranty work above will follow the length of the component warranty.

Moose Boats, LLC.

7/7/22

M2 - 38 Catamaran Diesel/Water-Jet Fire/Rescue Boat**Alameda City Fire Department****(Pricing valid for 90 days)**

Part #	Description	Price
MB DJ372C	37'-11" LOA Aluminum Catamaran with Twin Cummins QSB6.7 480HP Marine Turbo Diesels with Twin Disc (5075SC) Marine Gear & Hamilton HJ 292 Water Jets. Throttle bucket & transmission controls and a complete instrument package for each engine.	\$ 559,713.40
	The following items and specs are included in the basic boat: 5086 Alloy Hull Plating (2) 150 Gal. Aluminum Fuel Tanks with Gauges Fuel Water Separator/ Filter for Each Engine Automatic Engine Compartment Fire Supression System (4) 2000 GPH Bilge Pumps (2) Engine Starting Batteries (2) Deep Cycle House Batteries DC Distribution System (12 volt) Water Tight Deck Hatches Jet Guard Platform Air/Foam Filled Grey Collar Large Deck Scuppers Grab Rails & Handholds Throughout Integral 4 Point Lifting Lugs Extruded Aluminum Rub Strake (4) Bollards (2 Fwd/2 Aft) (4) Spring - Line Cleats (4) Zinc Anodes (bolted to hull) Anchor Rode Locker Non Skid Deck Coating on Exterior Walking Flats Engine Room Insulation 5 - Year Structural Warranty	
MB 611	Fully Enclosed, Full Walk-Around 8 ft. Wide & 10 ft. Long Cabin with Forward Sloping Windows, Sliding Side Windows, Aft Windows, Large Storage Locker and Watertight Hinged Door. <u>Cabin Includes:</u> 5052 Alloy Construction Helm Station & Instrument Console (3) Ballistic Nylon Upholstered Seats (3) Windshield Wipers Electric Air Horn Dimmable LED Red/White interior Lighting LED Navigation Lights Thermal & Sound Insulation Vinyl Padded Headliner Strategically Placed Grab Rails Commercial Rubber Flooring	\$ 83,182.47

Moose Boats, LLC.

7/7/22

M2 - 38 Catamaran Diesel/Water-Jet Fire/Rescue Boat**Alameda City Fire Department****(Pricing valid for 90 days)**

Part #	Description	Price
<u>Cabin Additions</u>		
NG	Extended Walk Around Cabin Upgrade	\$ 15,000.00
MB 813	Upgrade (4) Crew Seats to Shock Mitigating Type	\$ 2,275.26
NG	Swivel Base Seats - Qty 2 (Port & Stbd Companion Seat)	\$ 1,400.00
NG	Customized Interior Components	\$ 5,600.00
MB 885	Heated Windshield Glass Upgrade (3 Windshield Frames)	\$ 6,248.45
MB 632	Twin Windshield Fans	\$ 481.44
MB 643	Electronics Mast Platform Surfaces for Radar, Antennas, Spot Light & Law Enforcement Lighting Mounted & Hinged to Roof - Includes Running lights, Flag Mast & Mounting Surfaces for Radar, Antennas, Spot Light & Law Enforcement Lighting	\$ 4,430.93
MB 405	Fresh Water Windshield Washing System	\$ 1,207.22
MB 845	Flushing Head, Overboard Discharge, Black Water Tank, Y Valve, Macerator Pump	\$ 6,638.14
<u>Electronics, Navigation and Communications Equipment</u>		
MB 201	Cummins Engine Display	\$ 2,190.72
MB 210	Chartplotter, Radar, GPS, Depth Sounder, & 4kW Radar Dome (includes Simrad NNS12 Evo3 Multifunction Display)	\$ 17,452.58
NG	(2) Additional MFD Screens for Workstation Behind Operator	\$ 6,728.00
NG	(1) Additional MFD Screen for Officer / Navigator Seat	\$ 3,364.00
MB 876	AIS Receiver and Transponder	\$ 4,875.26
MB 215	Heading Sensor for GPS/Radar Overlay	\$ 2,607.22
NG	FLIR M400 Stabilized Pan and Tilt Thermal Long Range Camera, Visible Low Light Camera and LED Spotlight	\$ 76,850.00
MB 205	Marine VHF Radio (ICOM M424) - Qty 2	\$ 1,511.34
MB 206	6DB VHF Antenna - Qty 2	\$ 811.34
MB 208	Magnetic Compass	\$ 397.94
NG	Install Two Motorola APX8500 Radios	\$ 21,517.53
<u>Electrical Equipment</u>		
MB 301	125V 30A Shore Power System with (3) Circuits & (2) Outlets	\$ 2,582.47
MB 950	Upgrade to 125/250V 50A Shore Power System	\$ 1,910.31
MB 300	6kW Northern Lights Diesel Generator & Remote Panel	\$ 17,960.82
NG	Additional 2 Isolated Batteries with Switching for Emergency Startup	\$ 2,367.00
MB 305	30 AMP Marine Battery Charger	\$ 1,276.29
NG	(2) Remote Spotlights - GoLight Stryker LED	\$ 3,180.00
NG	(2) RIGID 20" RDS Lightbars (Port and Starboard)	\$ 3,250.00
NG	(2) White Underwater Dive Lights Under Swim Grid	\$ 2,325.00
MB 326	(4) LED Flood/Deck Light - 1 Port, 1 Stbd, 2 Aft	\$ 4,041.24
MB 308	(2) LED Deck Lights Forward	\$ 1,224.74
MB 309	Engine Room Lighting	\$ 579.38
<u>Climate Control</u>		
MB 645	Air Cond. & Heating System 18,000 BTU Marine Air Reverse Cycle Water - Cooled system	\$ 10,134.02
MB 315	Electric 1500W Baseboard Heater (Dockside Heat) - Qty 2	\$ 1,878.35
MB 123	Engine Compartment Heaters	\$ 1,384.54
MB 121	Engine Block Coolant Pre - Heaters	\$ 1,093.81

Moose Boats, LLC.

7/7/22

M2 - 38 Catamaran Diesel/Water-Jet Fire/Rescue Boat
Alameda City Fire Department
(Pricing valid for 90 days)

Part #	Description	Price
<u>Emergency Signaling/Law Enforcement Equipment</u>		
MB 800	Siren & Loud Hailer (Whelen)	\$ 935.05
MB 801	120dB Speaker	\$ 347.42
MB 802	Lightbar - Red/Amber Lights - Whelen Mini Liberty LED	\$ 1,837.11
<u>Mechanical Options</u>		
NG	Substitute Volvo D6 480HP Main Engines for Cummins QSB's	\$ 18,981.44
MB 408	Reverso Oil Pump system for engines, marine gear & generator oil change	\$ 2,350.52
<u>Firefighting System</u>		
NG	Increase Vessel LOA to 38'-10". Dual Pneumatic Clutched (HALE or Darley) 1,500GPM Bronze Front End PTO Pumps Installed below Deck with Suction Through (2) Large Sea Chests and Discharges (Approx. Combined Flow 4,125GPM) TFT Valve Under Monitor (VUM) with (2) 2.5" NH Valved Discharges and (1) Manual Control TFT 500GPM Monitor with Variable Foam Proportioning Self-Educting Fog Nozzle on Starboard Side of Cockpit. (2) 4" NH Valved Discharge in Bow Monitor Riser and one on top of Pilot House. TFT VUM with (2) 2.5" NH Valved Discharge at Bow. (2) Electric Control 2,000GPM Monitors with Electric Control Fog Nozzle at Bow and one on top of Pilot House.	\$ 144,375.00
<u>Deck Equipment & Outfit Items</u>		
MB 502	Heavy Duty Aluminum Tow Post & Rope Reel (includes: 200' of 3/4 line)	\$ 3,123.71
MB 1060	Push Knee at Bow	\$ 3,340.21
NG	33 Lbs. Plow Type Anchor with 20ft. Of Anchor Chain & 300ft. Of Anchor Rode	\$ 1,576.00
MB 807	Davit with Stainless Steel Winch including Deck Socket Port and Starboard	\$ 4,024.74
NG	Two (2) Safety Rails on Jet Grid Platform with Stowage Sockets for One (1) Safety Rail on Coaming	\$ 1,450.00
NG	Storage Deck Box in Cockpit	\$ 2,350.00
NG	Storage Deck Box in Foredeck	\$ 2,350.00
NG	Ferno Model 71 Rescue Basket with Cabin Roof Stowage and Tie Downs	\$ 1,930.00
NG	Extractor Mega Rescue Sled with Tie Downs and Swim Grid Attachment Bracket	\$ 4,800.00
NG	Saltwater Washdown Pump with Sea Strainer, Spigot and 20 foot Neverkink Hose	\$ 5,240.00
<u>Finishing</u>		
MB 551	2 Coats Anti-Fouling Bottom Paint over Bottom Coat Primer	\$ 6,348.45
MB 555	Bead Blasted Hull & Cabin with Non-Skid Deck Coating	\$ 19,953.61
NG	White over Red Vinyl Wrap on Vertical Cabin Sides	\$ 8,324.00
MB 557	Customer Supplied Graphics Application	\$ 958.76
<u>Commissioning Items</u>		
MB 1024	50 amp Shore Power Cord (50ft.)	\$ 775.26
MB 863	Pre-Delivery Inspection & Wet Trials	\$ 2,488.66
MB 703	Ring Buoy & Mount	\$ 247.42
NG	Canvas Covers for Monitors and Rope Reel	\$ 1,312.00
NG	Anchor Roller on Bow for Easier Anchor Retrieval	\$ 1,827.00

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7/7/22

M2 - 38 Catamaran Diesel/Water-Jet Fire/Rescue Boat
Alameda City Fire Department
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Part #	Description	Price
<u>Commissioning Items (cont'd)</u>		
MB 704	Flare Kit & (1) ABC 5Lb. Fire Extinguisher	\$ 283.51
MB 720	(2) Telescopic Boat Hook & Stowage	\$ 346.39
MB 841	First Aid Kit	\$ 93.81
MB 708	Systems Manuals, Electrical & Maintenance Plans	\$ 1,202.06
MB 706	(4) Fenders (Ball Type)	\$ 256.70
MB 707	(4) 5/8" x 35 Ft. Dock Lines	\$ 265.98
	Total Vessel Cost (FOB Vallejo, CA.)	\$ 1,123,366.05
MB 750	2 Day Vessel Familiarization at Delivery	\$ 2,874.00
	Delivery to Alameda, CA	No Charge
	Performance Bond to Cover Construction and Delivery	\$ 12,595.98
	Sales Tax (Alameda, CA. 10.75%)	<u>\$ 120,761.85</u>
	Total Contract Value	\$ 1,259,597.87
	Discount for Buying Under GSA Cooperative Purchasing Agreement	\$ (26,421.22)
	Discount if Full GSA Purchase Price is Received by 9/30/22	\$ (30,829.42)
	Total Contract Value with GSA Pricing and Full Payment by September	\$ 1,202,347.24

Standards

- 1) Moose Boats are USCG, ABYC and NFPA1925 Standards & U.L. Listing where applicable throughout.
- 2) 5-Year Structural Warranty
- 3) Other Manufacturer Warranties available at Delivery of Vessel

Prepared by Ken Royal, Sales Engineer, Moose Boats, LLC.