

CONSULTANT AGREEMENT

THIS AGREEMENT, entered into this 22nd day of April, 2015, by and between CITY OF ALAMEDA, a municipal corporation (the "City"), and Lake Assault Boats, LLC, whose address is 1 Clough Avenue, Superior, Wisconsin 54880 (the "Consultant"), is made with reference to the following:

RECITALS:

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City; and

B. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and

D. City and Consultant desire to enter into an agreement for the purchase of a custom built Marine Patrol boat, complete with trailer upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM:

The term of this Agreement shall commence on the 22nd day of April, 2015, and shall terminate on the 16th day of September, 2015, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

Consultant shall perform each and every service set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference, including all incidental services customarily furnished in accordance with generally accepted practice ("the Services"). City retains the right to modify requested services at any time.

3. COMPENSATION TO CONSULTANT:

A. Consultant shall be compensated for the Services performed in accordance with this Agreement and the Bid Cost Sheet Attached as Exhibit B. Payment to the Consultant under

this contract shall not exceed \$185,235.00. Payment shall be made by checks drawn on the treasury of the City.

Payments for various items or services may be modified with approval of City so long as payments do not exceed the Not-to-Exceed Amount.

4. SCHEDULE FOR PERFORMANCE:

Time is of the essence regarding the performance of this Agreement. Consultant shall promptly commence performance of the Services upon execution of this Agreement, and shall diligently pursue performance of the Services until completion. Consultant shall perform the Services in strict accordance with the Services and schedule set forth in Exhibit A and the schedule attached hereto as part of Exhibit "B" (the "Schedule") and any updates to the Schedule approved by City. Consultant shall work such overtime or engage such personnel and equipment as necessary to maintain the Schedule without additional compensation.

5. STANDARDS OF CARE AND SAFETY REQUIREMENTS:

A. Consultant agrees to perform all the Services in a manner at least equal to the prevailing standards of like professionals in the San Francisco Bay Area and agrees that the Services shall be performed by qualified and experienced personnel who are not employed by the City and have no contractual relationship with City.

B. Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of the Services under this Agreement.

C. The Services performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL-OSHA. City reserves the right to issue restraints or cease and desist orders to Consultant when unsafe or harmful acts or conditions are observed or documented relative to the performance of the Services.

D. Consultant shall maintain the work sites free of hazards to persons and/or property resulting from his or her operations. Any hazardous condition noted by Consultant, which is not a result of his or her operations, shall immediately be documented to City.

6. INDEPENDENT PARTIES:

City and Consultant intend that the Consultant's status under this Agreement is that of an independent contractor as defined in Labor Code Section 3353. The manner and means of conducting the Services are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by City to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer.

employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Consultant assumes any and all responsibility for verifying the identity and employment authorization of all of his/her employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Consultant shall indemnify and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Consultant.

8. NON-DISCRIMINATION:

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Consultant agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Consultant or Consultant's employee or subconsultant on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

Consultant certifies and agrees that he/she will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741, et. seq.), in accordance with requirement of state or federal law. Consultant shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law. Such shall include, but not be limited to, the following:

A. Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

B. Selection for training, including interns and apprentices.

Consultant agrees to post in conspicuous places in each of Consultant's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.

Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Consultant's commitments under this paragraph.

Consultant certifies and agrees that he/she will deal with his/her subconsultants, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.

In accordance with applicable state and federal law, Consultant shall allow duly authorized county, state and federal representatives access to his/her employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Consultant shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which City may determine to cancel, terminate, or suspend this Agreement. City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Consultant has violated state and federal anti-discrimination laws shall constitute a finding by City that Consultant has violated the anti-discrimination provisions of this Agreement.

The parties agree that in the event Consultant violates any of the anti-discrimination provisions of this paragraph, City shall be entitled, at its option, to the sum of \$500.00 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

Consultant hereby agrees that he/she will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations (45 C.F.R.), and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Consultant receiving Federal Financial Assistance. In addition, Consultant shall comply with the Uniform Federal Accessibility Standards, and Contractor, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

Consultant's attention is directed to laws, including but not limited to:

A. CIVIL RIGHTS/EQUAL OPPORTUNITY

(1) Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(2) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under

any program or activity funded in whole or in part with funds made available under this title.

Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

B. PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

This Agreement is subject to laws and regulations concerning the rights of otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities, including but not limited to:

(1) Americans with Disabilities Act of 1990 (ADA) (28 CFR 35). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Consultant shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.

(2) Nondiscrimination on the Basis of Handicap (24 CFR 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 CFR 8.

(3) Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 CFR 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.

(4) In resolving any conflict between the accessibility standards cited in paragraphs (1), (2) and (3) above, the more stringent standard shall apply.

C. RESTRICTIONS ON LOBBYING

This Agreement is subject to 24 CFR 87 which prohibits the payment of Federal funds to any person for influencing or attempting to influence, any public officer or employee in connection with the award, making, entering into, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or agreement.

9. LOCAL HIRE REQUIREMENTS:

Consultant acknowledges the City's local preference policies set forth in Alameda Municipal Code Sections 2-62.1-6 (extending City contract award preferences to local businesses with fixed addresses in the City), and will comply with any local hiring requirements set forth by the funding source of the contract and/or all applicable law.

10. HOLD HARMLESS:

A. Consultant shall indemnify, defend, and hold harmless City, its City Council, boards, commissions, officials, employees, and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Consultant's performance of Services, whether alleged or actual. If Claims are filed against Indemnitees which allege negligence on behalf of the Consultant, Consultant shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Consultant. However, Consultant shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees.

B. Neither termination of this Agreement nor completion of the Services shall release Consultant from its obligations under this Section 10.

C. Consultant's compliance with the insurance requirements does not relieve Consultant from the obligations described in this Section 10, which shall apply whether or not such insurance policies are applicable to a claim or damages.

11. INSURANCE:

On or before the commencement of the term of this Agreement, Consultant shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 11 A, B, C, D and E. Such certificates, which do not limit Consultant's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda by certified mail, Attention: Risk Manager." It is agreed that Consultant shall maintain in force at all times during the performance of this Agreement all insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Consultant shall maintain the following insurance coverage:

(1) **Workers' Compensation and Employers' Liability:** Statutory coverage as required by the State of California.

(2) **General Liability:** Commercial general liability coverage in the following minimum limits:

Bodily Injury: \$1,000,000 each occurrence
 \$2,000,000 aggregate

Property Damage: \$1,000,000 each occurrence
 \$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:** Comprehensive automotive liability coverage in the following minimum limits:

Bodily Injury: \$1,000,000 each occurrence

Property Damage: \$1,000,000 each occurrence

or

Combined Single Limit: \$1,000,000 each occurrence

B. **SUBROGATION WAIVER:** Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to his/her insurance for recovery. Consultant hereby grants to City, on behalf of itself and any insurer providing comprehensive general and automotive liability insurance to Consultant with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of Consultant may acquire against City by virtue of the payment of any loss under such insurance.

C. **FAILURE TO SECURE:** If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. **ADDITIONAL INSURED:** City, its City Council, boards and commissions, officers, employees and volunteers shall be named as an additional insured by endorsement under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other

insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. **SUFFICIENCY OF INSURANCE:** The insurance limits required by City are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

12. CONFLICT OF INTEREST:

Consultant warrants that it is not a conflict of interest for Consultant to perform the Services required by this Agreement. Consultant may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

13. PROHIBITION AGAINST TRANSFERS:

A. Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Consultant.

B. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

14. SUBCONSULTANT APPROVAL:

A. Unless prior written consent from City is obtained, only those people and subconsultants whose names and resumes are attached to this Agreement as Exhibit C shall be used in the performance of this Agreement.

B. In the event that Consultant employs subconsultants, such subconsultants shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

15. PERMITS AND LICENSES:

Consultant, at his/her sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License, that may be required in connection with the performance of Services hereunder.

16. OWNERSHIP OF DOCUMENTS:

A. Each and every Document, draft, work product, map, record and other document, hereinafter collectively referred to as "Document," reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of City. Consultant shall not copyright any Document required by this Agreement and shall execute appropriate documents to assign to City the copyright to Documents created pursuant to this Agreement. Any Document, information and data acquired or required by this Agreement shall become the property of City, and all publication rights are reserved to City.

B. City's ownership interest in the Documents includes the following single, exclusive license from Consultant for the Project: Consultant, for itself, its employees, heirs, successors and assigns, hereby grants (and if any subsequent grant is necessary, agrees to grant) to City an irrevocable, perpetual, royalty-free, fully paid-up, sole and exclusive license and right to use and exercise any and all of the copyrights or other intellectual property rights that Consultant may author or create, alone or jointly with others, in or with respect to the Documents, including without limitation all drawings, designs and graphic representations. City's license shall include the right to sublicense, shall be for all purposes with respect to each right of copyright, and shall be without restriction.

C. All Documents prepared by Consultant may be used by City in execution or implementation of:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other City projects as appropriate.

D. Consultant shall, at such time and in such form as City may require, furnish Documents concerning the status of services required under this Agreement.

E. All Documents required to be provided by this Agreement shall be printed on recycled paper. All Documents shall be copied on both sides of the paper except for one original, which shall be single sided.

F. All Documents, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the City to the public, and the Consultant shall not make any of

these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

17. RECORDS:

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement.

B. Consultant shall maintain adequate records of the Services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

C. If supplemental examination or audit of the records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Consultant shall reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit.

D. Pursuant to California Government Code Section 8546.7, the parties to this Agreement shall be subject to the examination and audit of representative of the Auditor General of the State of California for a period of three (3) years after final payment under the Agreement. The examination and audit shall be confined to those matters connected with the performance of this Agreement including, but not limited to, the cost of administering the Agreement.

18. NOTICES:

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Consultant to City shall be addressed to City at:

City of Alameda
2263 Santa Clara Avenue
Alameda CA 94501
Attention: Chief of Police
cc: City Attorney's Office

All notices, demands, requests, or approvals from City to Consultant shall be addressed to Consultant at:

Lake Assault Boats, LLC,
1 Clough Avenue
Superior, Wisconsin 54880
Attn: Gary M. Smith, Director of Sales and Marketing

The parties must designate, in writing, any change in the individual to whom notice is to be addressed. Notices shall be deemed to be received upon personal delivery to the addresses above; if sent by overnight delivery, upon delivery as shown by delivery service records; if sent by facsimile, upon receipt as confirmed by the sending facsimile equipment; if by United States Postal Service, five days after deposit in the mail.

19. SUSPENSION AND TERMINATION:

A. The City may suspend this Agreement and Consultant's performance of the Services, wholly or in part, for such period as it deems necessary due to unfavorable conditions or to the failure on the part of the Consultant to perform any provision of this Agreement. Consultant will be paid for satisfactory services performed through the date of temporary suspension. In the event that Consultant's services hereunder are delayed for a period in excess of six (6) months due to causes beyond Consultant's reasonable control, Consultant's compensation shall be subject to renegotiation.

B. If Consultant at any time refuses or neglects to prosecute its Services in a timely fashion or in accordance with the Project schedule, or is adjudicated a bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors without City's consent, or fails to make prompt payment to persons furnishing labor, equipment, materials or services, or fails in any respect to properly and diligently prosecute its services, or otherwise fails to perform fully any and all of the agreements herein contained, Consultant shall be in default.

C. If Consultant fails to cure the default within seven (7) days after written notice thereof, City may, at its sole option, take possession of any Documents (as defined in Section 16) or other materials (in paper and electronic form) prepared or used by Consultant in connection with the Project and (1) provide any such work, labor, materials or services as may be necessary to overcome the default and deduct the cost thereof from any money then due or thereafter to become due to Consultant under this Agreement; or (2) terminate Consultant's right to proceed with this Agreement.

D. In the event City elects to terminate, City shall have the right to immediate possession of all Documents and work in progress prepared by Consultant, whether located at the Project, at Consultant's place of business, or at the offices of a subconsultant, and may employ any other person or persons to finish the Services and provide the materials therefor. In case of such default termination, Consultant shall not be entitled to receive any further payment under this Agreement until the Services are complete. At that time, if the expenses incurred by City in obtaining Services for the Project exceed such unpaid balance, then Consultant shall promptly

pay to City the amount by which such expense exceeds the unpaid balance of the Not-to-Exceed Amount. The expense referred to in the previous sentence shall include expenses incurred by City in causing the services called for under this Agreement to be provided by others, for attorneys' fees, and for any costs or damages sustained by City by reason of Consultant's default or defective work.

E. In addition to the foregoing right to terminate for default, City reserves the absolute right to terminate this Agreement without cause, upon 72-hours' written notice to Consultant. In the event of termination without cause, Consultant shall be entitled to payment which shall be calculated as follows: (1) Payment for Basic Services then satisfactorily completed and accepted by City, plus (2) Payment for Additional Services satisfactorily completed and accepted by City, plus (3) Reimbursable Expenses actually incurred by Consultant, as approved by City. In no event will Consultant be paid more than the Not to Exceed Amount. The amount of any payment made to Consultant prior to the date of termination of this Agreement shall be deducted from the amounts described in (1), (2) and (3) above. Consultant shall not be entitled to any claim or lien against City or the Project for any additional compensation or damages in the event of such termination and payment. In addition, the City's right to withhold funds under Section 3 shall be applicable in the event of a termination for convenience.

F. If this Agreement is terminated by City for default and it is later determined that the default termination was wrongful, such termination automatically shall be converted to and treated as a termination for convenience under this Section, paragraph E and Consultant shall be entitled to receive only the amounts payable hereunder in the event of a termination for convenience.

20. COMPLIANCE WITH LAW:

Consultant shall comply with all state or federal laws and regulations as well as all ordinances, rules and regulations enacted or issued by City (collectively, "Applicable Laws").

21. CONFLICT OF LAW:

A. This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.)

B. Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

22. ADVERTISEMENT:

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services

performed under this Agreement unless prior written approval has been secured from City to do otherwise.

23. WAIVER:

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. INTEGRATED CONTRACT:

This Agreement, including exhibits, represents the full and complete understanding of every kind or nature whatsoever between the parties hereto with regard to the Services, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Consultant.

TABLE OF EXHIBITS

Exhibit A	Scope of Services
Exhibit B	Compensation/Bid Cost Sheet
Exhibit C	Approved Subconsultants

25. INSERTED PROVISIONS:

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

26. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

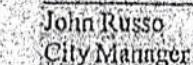
IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

Lake Assault Boats, LLC

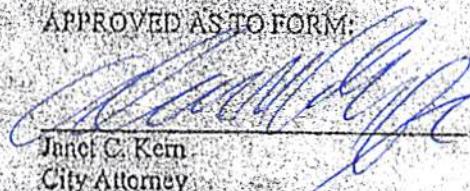

Gary M. Smith
Director of Sales & Marketing

CITY OF ALAMEDA

A Municipal Corporation


John Russo
City Manager

APPROVED AS TO FORM:


Janet C. Kern
City Attorney

RECOMMENDED FOR APPROVAL:


Paul Rolleri
Chief of Police

EXHIBIT A SCOPE OF SERVICES

SECTION 1

TECHNICAL SPECIFICATIONS PATROL BOAT AND TRAILER

1. GENERAL:

1.1. It is the intent of this specification to describe an aluminum hulled vessel or a foam filled fiberglass hulled vessel, complete with trailer, suitable to perform Law Enforcement, search and rescue, and patrol functions on the waterways surrounding the island of Alameda and the San Francisco Bay area. It will be used in a law enforcement, boating safety, and search and rescue capacity during day and night hours. The Alameda Police Marine Unit regularly operates from 0630 hours to 1630 hours on Saturday and Sundays during the summer months. The Marine Unit also responds to emergencies and pre-planned events during the winter months. Rough ocean water conditions along with changing currents and tides are often encountered. Waves from a few inches to 5' are common. Depths ranging from 1' to over 100' of water are frequented. The vessel and trailer configuration, balance and construction must be stable and maneuverable at all speeds in various wind, water, depth or wave conditions which are normally encountered in the waterways surrounding the City of Alameda.

1.2. The boat will be expected to operate in inland and open ocean waters in all weather conditions. Due to the possibility of the boat being operated continuously during emergency situations, the boat must be unsinkable and constructed to the highest marine standards. There is a need for the boat to be able to respond to emergency situations rapidly. The boat configuration, balance and construction must be stable and maneuverable under all of these conditions. Typically, the boat will have at least three police officers aboard, wearing full police belts, gear, and floatation devices.

1.3. California boating laws will be enforced using this boat. Suspects who are arrested for violations of laws may be placed on this vessel and transported to land for booking. People may also be rescued from sinking boats and placed on the patrol boat. The boat will likely be used for searching for deceased or injured people. The boat may be used to support dive operations in search of evidence, sunken debris and deceased persons. Specifications and requirements listed shall be strictly adhered to.

As part of this bid, bidder must provide an exception page listing any exception(s) taken to the specifications. If exception(s) are not noted, the City will assume the bidder will meet all of those requirements and assume full responsibility to meet the specifications. Judgment of the exceptions is to rest with the City of Alameda Police Department. The following requirements listed within this section are general specification. It should be noted that this vessel will primarily be used as a patrol and rescue vessel. All of these waterways surrounding Alameda require a planning vessel to have a very shallow draft as

water levels can rapidly fluctuate from several feet of depth to just a few inches.

1.4. It is intended that the manufacturer, when selecting components, materials, and design practices for the specified vessel, will use those which are the best available in the industry for the type of operation and conditions for which the vessel will be subjected. All components, materials and design practices will be selected to give maximum performance, service life and safety.

1.5. The term "**heavy duty**" as used in these specifications shall mean that the item to which the term is applied shall exceed the usual quantity, quality or capacity supplied with the standard production unit(s) and it shall be able to withstand unusual strain, exposure, temperature, wear and use.

1.6. Vessel hull shall be constructed of "new" marine grade aluminum or foam filled fiberglass and designed for shallow waterway patrol functions.

1.7. The length of this vessel shall be a minimum nineteen feet (19') and a maximum of twenty-one feet (21'). The centerline length shall not include the dive platform.

1.8. The hull design shall be a hard chine semi-vee, with a 12-14 degree tapered radius bottom.

1.9. A single, or double, outboard motor to include a throttle and shift system. The engine must be new and of marine grade and have a stainless steel propeller. The engine must meet California State engine exhaust limitations. The engine(s) shall be protected by a heavy duty tubular outboard motor guard.

1.10. A walk-through console with steering/helm and control functions on the starboard side of the vessel or a cabin with steering/helm and control functions on the starboard side which is a minimum 8' in length, and an inside height of a minimum 6'4" is required. The cabin roof should extend aft at least 1' over the entry door. Glove box shall be included on passengers' (port) side.

1.11. All edges and surfaces that may come in contact with hands or feet shall be smooth or rounded, including but not limited to storage boxes, side trays, cabin, engine cover, etc. Any rough or unfinished edges will not be acceptable.

1.12. The hull shall be constructed of marine commercial grade fiberglass laminate or marine grade aluminum. The hull shall be a minimum of 3/16" (.1875). The hull construction shall be welded, all welds continuous inside and outside all seams. No rivets. All fastenings to / through the hull shall be aluminum or 300 grade stainless steel and they shall be isolated from aluminum.

1.13. To ensure a smooth, dry ride, the hull shall have a Vee shape utilizing the above construction process. The boat will incorporate heavy spray chine's extending from the centerline bow, above the waterline, aft down to the waterline and extending to the transom. The boat should not draft more than 26". The boat must be capable of planing at a minimum

speed of 25 MPH and capable of speeds in excess of 50 MPH. The boat must be capable of allowing three officers to work on it simultaneously.

1.14. The boat shall have at least five 6" or larger stainless steel or aluminum cleats. The bow eye / stern eye shall be constructed of 300 grade stainless or aluminum.

1.15. All aluminum rails must be a minimum of 1" schedule 40 pipe. Grab rails shall be installed at proper locations on the console and the on top surface of any leaning post.

1.16. The color of the exterior shall be painted grey or haze grey. The words "Marine Patrol" should be painted (or applied) on both sides of the vessel in blue letters. Alameda Police insignias (provided by the agency) will be placed on the vessel upon delivery. The bottom paint or coating must meet all current California and Federal environmental requirements.

1.17. If bid is for a fiberglass hull boat, the boat must have a swamp capacity of 4000 lbs., when filled when all doors, sea cocks, watertight bulkheads and deck plates are open. All interior spaces must be filled with water. No air pockets may contribute to buoyancy to the hull when swamped.

1.18. The hull must be constructed to have a capacity of at least 8 people. The hull must be capable of supporting in accordance with level floatation requirements of the NMMA, at least twice the maximum rated load that the boat can carry. The maximum load and person capacity shall be determined using the methods described by the NMMA rules for vessels under 26'.

1.19. The console must be fiberglass or aluminum and secured by stainless steel machined screws tapped into phenolic board product. There shall be a console cover and a molded console windshield which shall be constructed of safety glass.

1.20. If bid is for an aluminum hull vessel, the vessel shall be constructed of "new" marine grade aluminum and designed for shallow waterway patrol functions.

2.0. OTHER REQUIREMENTS:

2.1. All work done, when and where governed, must comply with current United States Coast Guard (USCG), National Marine Manufacturers Association (NMMA).

2.2. The Consultant must be a recognized manufacturer (by the Department of Boating & Waterways) of heavy duty aluminum water craft who has been in business continuously for a minimum of twenty-four (24) months to the bid opening date.

Specifications listed on the following pages are written with the intent to meet all applicable laws, rules and regulations, but the final certification to comply shall rest with the vendor and not the City of Alameda. Should our requirements not comply, the manufacturer shall contact the City of Alameda Police Department immediately to refigure

and have the City of Alameda Police Department amend the specifications to meet all laws, rules and regulations (Refer to California Vehicle Code and B-2) where it applies to items such as the ratings of axles, tires, rims, brakes, batteries, cooling capacity, etc.

2.3. The Consultant will notify the City of Alameda Police Department of various stages of construction. The primary purpose of the inspections will be to assure compliance with all designs, specifications and installation instructions.

2.4. The Consultant shall provide 4 to 8 hours of time to instruct designated City of Alameda personnel how to operate and maintain the completed boat and trailer at a location agreed upon by Consultant and City.

2.5. The following complete manuals shall accompany the vessel and trailer upon delivery: Owner/operator, service and repair.

2.6. The original dealer's Report of Sale shall be furnished to the City at the time of delivery of the vessel.

2.7. **CONTRACTOR MUST BE ABLE TO DELIVER THE COMPLETED PATROL VESSEL WITHIN ONE HUNDRED-TWENTY (120) CALENDAR DAYS OF ISSUANCE OF PURCHASE ORDER/CONTRACT.**

2.10: References listed must be government agencies in the State of California for a similar product delivered within the last two years.

3.0. DESIGN AND CONSTRUCTION REQUIREMENTS:

3.1. This boat is to be an unsinkable hull, foam filled, commercial grade fiberglass laminate (or constructed of marine grade aluminum), patrol / rescue boat. The boat must be 19' -21" in length, Vee bottom with a 96" to 102" beam. Power is to be provided by a single, or double, outboard gasoline motor. The boat shall have a centered helm with a cabin of a minimum 8' in length, and an inside height of a minimum of 6'4". The cabin roof should extend aft at least 1' to cover over the entry door. There shall be conduit built into the interior of which will accommodate the wiring, and coax of the emergency light siren and radio equipment. The cabin top will accommodate the blue strobe light bar, two (2) stationary forward facing and two (2) stationary rear facing spot lights, the GPS Antenna/puck and the required all-around white light.

The hull can be constructed of heavy duty, high grade marine aluminum alloy and shall meet the appropriate Federal and Industry standards for material and installation. The aluminum shall be a minimum of 0.250 inch thickness for the bottom, 0.190 inch thick for the transom and 0.125 inches thick for the sides.

3.2. Hull shall be a hard chine semi-Vee tapered radius in design with a minimum center line length of twenty feet (21') and a maximum center line of twenty-two feet (23'), excluding dive platform.

3.3 The bottom vee shall have a dead rise of twelve to fourteen degrees at the

planning surface, including the intake shoe and transition forward of the radius intake shoe.

3.4 All hull frame and stiffener connections shall be welded continuously inside and outside on all seams, stress free. Riveted connections will not be acceptable.

3.5 The sides and bottom will meet at a modified pointed bow.

3.6 The tapered radius is to extend from the bow to the transom.

3.7 The hull will be assembled, using a shaped and slotted formed extrusion between the sides and the bottom (chine) and the sides and the top (gunwale and the foredeck) or an assembly system of equal and approved design by NMMA. All welds are to be continuous, both inside and outside the hull.

3.8 Heavy duty bow chocks shall be securely welded to the hull.

3.9 The beam width shall be between 96" and 102".

3.10. All fasteners utilized in the construction of, or attachment of equipment to this vessel shall be aluminum or 300 series stainless steel and consistent with standard marine construction practices. If bidder uses stainless steel, the fasteners shall be insulated from aluminum.

3.11 Two (2) welded bow eyes three inches (3") apart and two (2) stern eyes, one welded to each side of the transom suitable for use in towing.

3.12 Aluminum "Tow Bit/Christ pole" (3-1/2" aluminum), or approved equal, shall be welded to the centerline at the transom. It shall be capable of towing large vessels without undue stress.

3.13 A dive platform and engine protector is to run the full width of the transom and be constructed of a minimum of 1.5" aluminum tubing. The platform will be covered with aluminum diamond plating, extending a minimum of thirty inches (30") behind the transom at the center. This platform should be designed with eyes or rings to aid in the securing of large items upon it (i.e. Full body bag, etc.) with rope or tie-down straps. The dive platform shall be located as close to the water line as practical.

4.1. ELECTRICAL REQUIREMENTS:

4.1. All hoses, wires and pipes shall be routed to be clear of all heat sources and shall be routed, secured or otherwise protected from any present or potential source of snags, abrasions or sharp edges.

4.2. All wiring shall be protected from corrosion.

4.3. Vessel shall consist of a 12-volt, negative ground electrical system. Two (2) heavy-duty RV marine batteries with a minimum of 650 amperes cold cranking power and heavy duty cables shall be installed. Battery shall be a Group 24 Interstate brand battery or

equivalent. Alternators rated for electrical load at idle engine speed rpm. Unit shall maintain all electrical systems while engine is at idle in fog or low visibility conditions.

- a. Batteries shall be secured inside the transom. The transom will be constructed so there are cabinets, port and starboard, to accommodate the dual battery system. Cabinet opening should be large enough to accommodate easy removal of batteries. The batteries should be electronically isolated from the hull and easily accessible.
- b. All batteries, bilge pumps and fuel filters are to be contained inside the transom or engine compartment and mounted in such a way as to be readily and easily accessible for service upon opening the transom or engine compartments.
- c. Battery receptacle shall be mounted on the interior of stern, and shall include a set of jumper cables.

4.4. A single heavy-duty battery selector switch shall be installed and include four (4) positions: "1, 2, Both, Off". This should be mounted in the transom compartment or engine compartment.

- a. The battery switch shall be easily accessible in a lockable compartment.

4.5. Minimum #6 gauge cable from the batteries to the dash. One twelve (12) position fuse block is to be mounted under the operator's (starboard) console, wired directly to the batteries. Each fuse will be labeled for identification.

- a. A minimum of five (5) empty fuses/circuits shall be installed at the starboard console for future electronic needs.
- b. There shall be a circuit breaker installed next to each toggle switch on the control console. Toggle switches, Euro-style duty switches shall be rated at 30 amps, resistive with lighted indicator for ON position and shall be waterproof.
- c. There shall be a fuse or a conduit breaker with 18" at each end of every power source.
- d. All wiring harnesses must meet and NMMA color code for NMMA certification. All electrical items shall be labeled on a panel.
- e. A three-way, waterproof ignition switch of the Contractor's choosing, key operated, shall be installed in the dash of the operator's console.

4.6. Dashboard shall consist of the following gauges and meters, at a minimum, are to be installed in the starboard console: The instrument panel, which holds all gauges and switches, must be made of aluminum and Teleflex marine instruments or equivalent are to be used.

- Hour meter
- Engine oil pressure (audible alarm and warning light and override switch)
- Tachometer
- Volt or amp meter (warning light)
- Fuel level gauge
- Engine water temperature (audible alarm and warning light and override switch)

4.7. All gauges shall be illuminated with 12-volt lighting, red lights, non-glare with a separate

activation switch in the operator's console. All gauges/meters will be illuminated with a dimmer switch on the starboard console.

4.8. There shall be two (2) heavy-duty bilge pumps with a minimum of 1,100 gph (each), chosen by the Contractor. One will be wired directly to the batteries to afford automatic operation with an automatic system. The second pump will have a manual switch at the starboard console.

4.9. Two (2) 12-volt power outlets (cigarette style) marine grade, wired to adequately handle handheld high power spot lights. Each plug shall have a plastic style cover.

4.10. LED style, marine grade navigational lighting shall be provided and comply with International navigational rules and be USCG-approved. There shall be a white all-around light mounted on the interior of the cabin.

4.11. Heavy duty electric bilge blower of appropriate size shall be provided and installed, along with natural ventilation. The switch for the bilge blower shall be mounted on the operator's console.

4.12. A pair of flush-mounted docking lights chosen by the Contractor shall be provided and installed, one light installed on each side of the bow of the boat (rated at 30,000-50,000cp each). These lights shall point forward of the hull and not at a downward angle.

4.13. Minimum of six (6) dual red/white dome work lights provided and installed with two of them (each) mounted on each side cabin to illuminate the area around each console area.

4.14. Provisions for passenger heating and /or windshield defrosting shall be provided with controls on the starboard console (Refer to D-22 for specifications).

4.15. Contractor selected, dual heavy-duty windshield wipers, with coordinated and self-parking, full panoramic capability for driver and passenger with controls located at the operator's console.

4.16. The emergency light bar shall be commercially manufactured for emergency vehicles/vessels. The light bar shall be low profile, LED-style with only blue flashing lights. Code 3 Model RX 2700 or equivalent is acceptable.

- a. The light bar shall be made up of all blue lights to meet the USCG requirements for emergency vessels.
- b. A siren/P.A. speaker shall be mounted externally in front of the port bulk head facing forward. Cod 3 C3100 speaker or equal.
- c. The On/Off switch for the light bar shall be a rocker-type on the Code 3 V-Con Siren/Control box mounted on the starboard console, for easy access by the operator.

4.17. The light bar, speaker and siren/P.A. shall be provided and installed by the Contractor (Reference 4.16 through 4.16.c.).

4.18. Police radios shall be provided by the City and installed by the Consultant.

4.19. The Police radio and Siren controls shall be installed as described in section 5.9.b.

- A Police radio antenna shall be installed on top of the arch/superstructure in a position as to not interfere with operation and emergency situations.

4.20. The light bar, spotlights and G.P.S. antenna shall be mounted atop the cabin. The light bar shall be centered and the four (4) forward and aft facing spotlights as far port and starboard as practical.

- Two (2) blue LED lights shall be provided and installed rear facing, one on each side of the transom. **Whelen TIR3 Series, Model #8R-GR196** or approved equal.
- Two (2) white LED courtesy/running lights shall be provided and mounted, rear facing (one on each side of the transom). **Whelen LIN3 Series, Super LED, Model #8R-GR258** or approved equal.

4.21. All electrical wire harnesses shall be encased in a small appropriate size conduit before inserting into large conduit. All harnesses in the engine compartment will be tied up as high as possible and heat-shielded as required hidden inside the arch tubing wherever practical and not exposed from the gunwale to where each unit is mounted.

4.22. The vessel shall have a heavy duty heater/defrost system with three (3) outlets. One outlet shall be installed at each helm console and windshield and one at each helm lower sections.

4.23. The Consultant shall install a **Raymarine C97** depth finder, fish finder GPS unit, or approved equal on the starboard console as far to the right as practical to aid in full field of view. This unit shall be provided by the Consultant.

4.24. Installed in the transom compartment of the vessel shall be a **Shurflo** wash-down Assembly, or approved equal, to include a minimum of 4.0 g.p.m. pump, $\frac{3}{4}$ and $\frac{5}{8}$ garden hose adapters with quick connects, raw water strainer, and a UV protected 25 foot coiled hose with nozzle (Or equal).

5.0. INTERIOR REQUIREMENTS:

5.1. There shall be 3-5" conduit run from the engine compartment to the control area. All control cables will run in this conduit. No exposed cables or hoses or wires at the transom or along the sides except when the engine compartment is open.

5.2. The bow area in front of the windshield shall have an open deck configuration. There shall be a minimum of one lockable storage compartment (anchor locker) in the extreme bow. The bow shall be self-bailing with openings on both the port and starboard sides allowing water to exit the vessel.

5.3. All interior sides shall be covered with marine grade grey carpet.

- Dashboard, interior cabinets, countertops, etc. shall be painted with grey **Zolotone** or approved equal.

5.4. All components shall be locking, keyed alike with recessed half circle pull rings or handles. All compartments should have a sealed watertight door.

5.5. All locks to be stainless steel or an equivalent non-corrosive material.

5.6. Deck surface shall be constructed of a minimum of 3/4 inch marine grade exterior plywood covered with a 1/8 inch thick **Reflex Coating**, 1/8 inch thick or approved equal. Flooring shall have spray down capability, grey in color.

5.7. Noise level shall not exceed 90 dBA at the driver's console at any speed, in accordance with OSHA. Standards and testing shall be done by the manufacturer under closed, as well as open, hatch conditions. All sound deadening materials used shall be fire retardant material.

5.8. Two consoles shall be provided and include a dashboard area behind the windshield. Dimensions will be determined by the Consultant.

a. The port side console shall have a locking storage compartment/glove box.

b. There shall be a starboard console storage compartment large enough to accommodate the controls for the police radio, siren and emergency lights.

5.9. Driver and passenger seats shall be the air ride shock suspension type, **Mariner brand** or approved equal. Seats shall adjust in height, have folding armrests, adjust forward and aft and shall swivel per seat manufacturer. Seats will be wide enough to accommodate an officer with a gun belt and equipment/

5.10 All interior vinyl shall be alike, including the same color which will be grey in color.

5.11. Helm shall be located on the starboard side and consist of a three (3) spoke, cushion grip wheel with a minimum diameter of 11.5" and a maximum diameter of 13.5", rack and pinion steering system with 3/4 turn lock to lock.

5.12. Throttle and controls shall be **Flow Tec** heavy duty or approved equal. Throttle and shift shall be separate dual controls mounted on the starboard gunwale. Single control or binnacle mount controls will not be accepted.

5.13. There shall be storage trays on the inside gunwales of both the port and starboard sides, from the transom to the consoles. These trays will allow for the maximum storage that the hull design can allow. One tray shall have a six foot (6') locking door, located from the transom forward. From the front of the door to the helm bulkheads, the tray shall be open.

6.0 PROPULSION AND RELATED MACHINERY REQUIREMENTS:

6.1 A single, or double, Mercury Verado 225 horsepower outboard motor (or approved equivalent) to include a throttle and shift system. Each engine must be new and of marine grade and have a stainless steel propeller. The engine shall meet State of California engine exhaust limitations at 50 foot.

6.2. A single fuel tank shall be located low, amid ship or in a position to enhance stability and

planning of the vessel. The fuel tank shall be located in the bilge area beneath the deck in a manner that allows access to the fuel gauge sending unit.

- a. Fuel tank shall be fabricated of marine grade aluminum as determined by the Consultant.
- b. Fuel tank shall have a minimum capacity of 70 U.S. gallons.
- c. Fuel tank shall be pressure tested and certified by the Consultant.
- d. Fuel tank shall meet or exceed all Federal and California fuel tank requirements.
- e. Fuel fill inlet shall be located on the starboard side of gunwale or transom and be opposite exterior battery jump receptacle and shall not have any hard turns or kinks which would restrict normal fuel flow, or hinder the ability to fully fuel up the tank.
- f. Fuel system shall include a duplex, heavy duty marine fuel/water separator/filter in a location to facilitate ease of maintenance.

7.0. TRAILER REQUIREMENTS:

7.1 **Trailer shall be all welded aluminum, with tandem axles (no bolt together framing), to accommodate the size and weight of the specified vessel, fully fueled and equipped** Trailer shall be “bunk” style. Roller style will not be considered acceptable. **Bunks shall be adjustable. Side guides with UHMW overlay above fenders.**

- a. Steel or aluminum bunks with UHMW overlay will be acceptable.

7.2 A matching spare tire and wheel shall be mounted on the trailer.

7.3 Tires shall be radial of a size and ply rating to accommodate the gross weight of the vessel fully loaded. The rim diameter will be a minimum of 15 inches. **Wheels shall be equipped with Vault oil bath bearings or an approve equivalent.**

7.4 Trailer tongue shall be equipped with a two (2) inch ball hitch.

7.5 Fenders shall be included and fabricated of a material strong enough to be used as steps (200 to 300 pounds) for boarding the vessel while tailored.

7.6 **A Fulton** swing away, or approved equal, tongue jack with two (2) solid rubber wheels shall be included and installed. Jack shall be rated to exceed the tongue weight of the loaded vessel.

7.7 The trailer shall be equipped with a heavy-duty winch with nylon strap. The winch shall be attaché to the trailer with security bolts.

7.8 The trailer shall be equipped with a heavy-duty safety chain below the winch for additional safety.

7.9 Trailer shall be equipped with “surge disc” type brakes on all four (4) wheels.

- 7.10 The trailer shall have installed required “trailer lights”. The lights shall be classified as “submersible”. These lights shall be LED or equivalent.
- 7.11 Trailer shall meet all Federal, State of California Vehicle Code and S.A.E. requirements.
- 7.12 The trailer weight rating shall exceed the weight of the vessel, fully fueled and loaded.
- 7.13 The trailer shall be equipped with a retractable transom tie-down system, which is completely self-storing, and compact such as a **Boat buckle**, or approved equal, to secure the vessel to the trailer for additional security while under tow.

SECTION 2 GENERAL TERMS AND CONDITIONS

1. Condition of Equipment Bid

If equipment is proposed, it is to be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated under this bid.

2. Literature

Consultant shall submit literature, which fully describes items on which they are bidding, not later than the opening date of this bid. Any and all literature submitted must be stamped with vendor's name and address.

3. Factory Manual

The Consultant shall provide one (1) parts manual, one (1) shop repair manual and one (1) operator's manual for equipment supplied. Manuals shall be in possession of the City before delivery will be considered complete.

4. Maintenance

The Consultant shall provide all tools or minor equipment specifically required to maintain equipment supplied. Bidder shall list any special oils, additives or other lubricants needed for maintenance of equipment supplied.

5. Pre-Delivery And Inspection

Prior to delivery, equipment shall be completely inspected and serviced by the delivering dealer and/or the manufacturer's pre-delivery service center. The City will inspect equipment, upon delivery, for workmanship, appearance, proper functioning of all equipment and systems, and conformance to all requirements of bid specifications. In the event deficiencies are detected, the equipment will be rejected and it shall be the delivering dealer's responsibility to pick up the equipment, make the necessary corrections and re-deliver the equipment for re-inspection and acceptance.

6. Brand Names

Manufacturers' brand names and model numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided your offer clearly describes the item. Offers for equal items must state the manufacturers brand and model number, or level of quality. The determination of the Alameda Police Department as to what items are equal is final and conclusive. When manufacturer's brands, model numbers or level of quality is not stated by bidder, the offer will be considered exactly as specified.

7. Payments, Invoicing and W-9 Certification Form

Invoices in triplicate, shall be mailed or delivered to the Alameda Police Department whose name and address shall appear in the "INVOICE TO" section of any purchase order and/or contract as a result of this bid.

In addition to the itemized invoice(s) submitted by the successful bidder for payment, the Consultant must also complete and submit a Form W-9, "Request for Taxpayer Identification Number and Certification", (www.irs.gov/pub/irs-pdf/fw9.pdf) to the City. Both invoice(s) and W-9 form shall be forwarded to the City at the address indicated in the purchase order and/or contract. Upon approval by the City, the sum due hereunder shall be paid to the Consultant within thirty (30) calendar days following acceptance pursuant to Section "Acceptance Test", and receipt of a proper invoice(s).

8. Delivery Hours

Delivery will be accepted from 9:00 a.m. to 4:00 p.m., Monday through Friday.

9. Damage of Items

All damages pursuant to items received by City due to the Consultant's negligence shall be the responsibility of Consultant to replace.

10. Alternate Bids

Alternate bids will not be considered.

11. Cash Discount

In connection with any cash discount specified on this bid, time will be computed from the date of the complete delivery of the items/equipment as specified, or from date correct invoices are received in the City department requesting such items/equipment, whichever is later. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the City warrant or check.

12. Pricing

Unless otherwise provided, the items/services stated herein will not be subject to any price increase from the date of acceptance of bid to the date of termination/extension as stated herein. If the Consultant established prices for any items/services listed herein is decreased during the term of this bid, then such discounts/ reductions in price shall be immediately applicable so that City may have benefit of such lower prices.

13. Risk of Loss

The Consultant shall bear risk of loss until goods have reached the final F.O.B. Destination point. Thereafter, City shall bear risk of loss.

14. Prior to Shipment

While the Consultant has risk of loss, the Consultant agrees, at its own expense, to procure and carry suitable fire, and extended coverage insurance on material, work-in-process and any furnished items which comprise or will eventually comprise the Piece-of Equipment. The

amount to be insured shall be the actual replacement value of said material, work-in-process and furnished items. Such insurance shall provide a loss payable clause in favor of the Consultant as its interest may appear.

15. E.O.B. Point

F.O.B. Destination to include inside delivery to:

**ALAMEDA POLICE DEPARTMENT
1555 OAK STREET
ALAMEDA, CA 94501**

16. Licensing/Registration

The City of Alameda will license the vessel. Consultant shall furnish to the Alameda Police Department the following documents, properly filled out, at the time the equipment/vehicle is delivered.

- a. "Dealer 's Report of Sale"
- b. "Application for Boat Registration Number, Undocumented Vessel"
- c. "Manufacturer 's Certificate of Origin"
- d. "Certified Weighmaster's Certificate"

Payment will not be made until all documents are received.

Registration shall be as follows:

Legal Owner: Dept. of Parks/Recreation, Div. Boating/Waterways
 4940 Lang Ave, Bay H
 McClellan, CA 95652

Registered Owner: City of Alameda Police Department
 1555 Oak Street
 Alameda, CA 94501

17. Examination of Bid Documents

Consultant shall carefully examine the specifications herein and must fully inform themselves of the conditions and requirement of the items/services to be furnished. Failure to do so will be at bidder's own risk and cannot secure relief on the plea of error, or dispute, or question such specifications and the directions explaining or interpreting them.

Should a bidder find discrepancies in, or omissions from, the specifications, or should he/she be in doubt to their meaning, he/she shall at once notify the Alameda Police Department.

Notification is to be in written form and must be submitted at least seven (7) work days prior to the Bid Submittal Deadline. Any interpretations by the City will be made in written form. Any change in requirements will be done in the form of a written addendum. The receipt of any resulting amendment must be acknowledged in accordance with the directions on the amendment. **Oral explanations or instructions given before the award of the contract will not be binding upon the City.**

All other questions should be directed to the buyer shown on the "Cover Sheet" of this Invitation for Bid (IFB).

18. Request for Changes

The City reserves the right to order in writing changes in the bid or alterations, additions, or omissions at any time prior to acceptance of the items/services without voiding the bid, and the Consultant shall comply with such order. The Consultant may also request changes in the bid, but no work will be performed on such changes until the request is approved in writing by the City. Such changes shall be performed in accordance with the original bid requirements except as modified by an amendment. Except as herein provided, the Consultant shall have no claim for any other compensation due to changes in the work.

Any changes or deviation from the contract made without authority in writing from the City will be at the Consultant's own risk. No such changes shall be made nor adjustment in compensation granted unless the Consultant receives an executed amendment prior to making the changes.

19. Hold Harmless/Indemnification

The Consultant shall indemnify, defend, and hold harmless City, its City Council, boards, commissions, officials, employees, and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to the Consultant's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Consultant, the Consultant shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of the Consultant. However, the Consultant shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees.

A. Insurance

Prior to the commencement of work, and as a precondition to this contract, the Consultant shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 9A, B, C, D and E. Such certificates, which do not limit the Consultant's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording

coverage shall provide thirty (30) days' advance written notice to the City of Alameda by certified mail, Attention: Risk Manager." It is agreed that the Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City as additional insured shall be submitted with the insurance certificates.

1. Coverage

The Consultant shall maintain the following insurance coverage:

(A) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(B) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury: \$1,000,000 each occurrence
 \$2,000,000 aggregate - all other

Property Damage: \$1,000,000 each occurrence
 \$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(C) **Automotive:**

Comprehensive automotive liability coverage in the following minimum limits:

Bodily Injury: \$ 1,000,000 each occurrence

Property Damage: \$ 1,000,000 each occurrence

or

Combined Single Limit: \$ 1,000,000 each occurrence

2. Subrogation Waiver:

The Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, the Consultant shall look solely to his/her insurance for recovery. The Consultant shall grant to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either the Consultant or City with respect to the services of the Consultant herein, a waiver of any right to subrogation which any such insurer of said Consultant may acquire against City by virtue of the payment of any loss under such insurance.

3. Failure to Secure Insurance

If the Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Consultant's name or as an agent

of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

4. City to be named an Additional Insured

City, its City Council, boards and commissions, officers, employees and volunteers shall be named as an additional insured under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

1. Sufficiency Of Insurance:

The insurance limits required by City are not represented as being sufficient to protect the Consultant. The Consultant is advised to confer with the Consultant's insurance broker to determine adequate coverage for the Consultant.

20. Qualification of Bidder

The City may make such investigation as it deems necessary to determine the ability of the bidder to provide the services requested herein, and the bidder shall furnish to the City all information and data for this purpose as the City may request. The City reserves the right to reject any bid should the evidence submitted by, or investigation of, the Consultant fail to satisfy the City that such Consultant is properly qualified to carry out the obligations of the bid and to complete the requirements contemplated therein.

21. Subcontracting

Any Consultant using a subcontractor(s) must clearly explain the use of the subcontractor(s) and list the name(s) and address(es) of the subcontractor(s) providing work under this bid. **(Attachment C)** The Consultant will be fully responsible for all work performed under this bid and will be considered as the Prime Contractor. Any subcontracting, or other legal arrangements made by the Consultant are the sole responsibility of the Consultant. Any contract that is entered into between the Consultant and the subcontractor(s) shall contain provisions for federal and state access to the books, documents, records, and inspection of work.

22. Default

In the event the Consultant who is awarded a purchase order and/or contract resulting from this bid shall be in breach or default, the City may procure the items/services from other sources and may deduct from any monies due, or that may thereafter become due to the Consultant, the difference between the price named in the purchase order and/or contract and actual cost thereof to the City. Prices paid by the City must be considered the prevailing market price at the time such purchase is made. These rights and remedies shall not be exclusive but in

addition to any other rights and remedies provided by contract law. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Alameda Police Department.

23. Cancellation of Purchase Order and/or Contract

The City may terminate any purchase order and/or contract derived from this bid as follows:

- a. WITHOUT CAUSE at any time by giving thirty (30) calendar days written notice to the Consultant.
- b. WITH CAUSE (Default) at any time by giving ten (10) calendar days written notice to the Consultant. Cancellation for cause shall be at the discretion of the Alameda Police Department and shall be, but is not limited to, failure to supply the items, materials, equipment or services specified within the time allowed or within the terms, conditions or provisions of this bid.

The Consultant may not cancel any purchase order and/or contract derived from this bid, without prior written consent of the Alameda Police Department.

24. Rejection of Bid

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART THEREOF, TO WAIVE ANY INFORMALITIES IN THE BID, AND ALSO TO WITHHOLD AWARD FOR A PERIOD OF NINETY (90) CALENDAR DAYS FROM DATE OF BID OPENING.

25. Nondiscrimination

- a. During the performance of this bid, Consultant and any sub-Consultant shall not unlawfully discriminate against any employee or applicant for employment because of race, color, ancestry, religion, sex, national origin, marital status, age, medical condition (cancer related), physical handicap (including AIDS), or sexual orientation. Equal employment extends, but is not limited to recruitment, compensation, benefits, layoff, termination, and all other conditions of employment. Consultant and sub-Consultant shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Consultant and sub-Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code and incorporated into this contract by reference and made a part hereof as if set forth in full.
- b. Consultant and any sub-Consultant shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- c. Consultant shall include the nondiscrimination and compliance provisions of the clause in all subcontracts to perform work under the contract.
- d. Consultant shall grant access by representative of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or City shall require to ascertain compliance with this clause.

26. Non-discrimination of the Disabled

The City will not aid or perpetuate discrimination against a qualified disabled individual by funding as an agency, organization, or person that discriminates on the basis of handicap in providing aid, benefit, or service to beneficiaries of the program or activity. The City is committed to provide access to all City services, programs, and meetings open to the public for people with disabilities.

In this regard the City and all of its vendors and Consultant will take all reasonable steps to ensure that disabled individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

27. Governing Law and Venue

This bid, or any contract that may result from the award of this bid, shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the state of California. Any action brought to enforce the terms, or provision of this bid or any contract that may result from the award of this bid, shall have venue in the City of Alameda, State of California.

28. Samples

Samples of items, when required, must be furnished free of cost. Samples may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request at your expense.

29. Liabilities

The Consultant shall hold the City, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or uncopiedrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at its own expense, any and all actions brought against the City or Consultant because of the unauthorized use of such items.

30. Warranty. Manufacturer

Manufacturer shall fully warrant all materials and equipment furnished under the terms of this bid against poor and inferior quality. While under warranty, manufacturer shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of City

operations. A copy or description of the manufacturer's warranty shall accompany each bid for the material and equipment proposed, detailing the scope and length of the warranty. Where the Consultant is also the manufacturer of the materials or equipment provided under this bid, the Manufacturer's Warranty requirement will supersede the Consultant warranty requirement of this bid.

31. Warranty, Consultant

Consultant shall fully warrant all materials and equipment furnished under the terms of this bid against poor and inferior quality (engine and pump/IO+ full manufacturer's warranty; equipment = manufacturer's warranty or California law). The hull shall be warranted for a period of not less than **ten (10) years** from date of the final acceptance by the City. While under warranty, Consultant shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of City operations.

32. Liquidated Damages

The amount of the liquidated damages to be paid by the Consultant, awarded the contract by the City, for failure to complete the entire work by the completion date (as extended, if applicable) will be \$200.00 for each calendar day, continuing to the time at which the work is complete. Such amount is the actual cash value agreed upon as the loss to the City resulting from Consultant's default.

33. Specific Compliance

All Consultant will be required to abide by all applicable Federal and State laws and regulations, including, but not limited to:

Current United States Coast Guard (USCG), National Marine Manufacturers Association (NMMA).

34. Acceptance Test

Upon receipt of written notification of the completion of the delivery of the items/services called for under this bid, City, at its option, may conduct a twenty (20) days acceptance test at 2415 Mariner Square Drive, Alameda, CA 94501. The acceptance test of the items/services will be conducted for the purpose of demonstrating, that, in City's sole opinion that such items/services performs in accordance with the manufacturer's specifications.

In the event the items/services do not successfully pass the acceptance test, City shall notify the Consultant, in writing, specifying in reasonable detail in what respects the items/services failed to perform. Seller shall immediately correct any deficiencies, disclosed by the acceptance test. City may repeat the fifteen (15) work days test again until the items/services have successfully passed the acceptance test.

All items/services must pass the acceptance test no later than September 16, 2015. If items/services, in the City's sole opinion do not perform in accordance with the manufacturer's specifications by September 16, 2015, City shall have the option of immediately terminating any purchase order issued as a result of this bid without financial liability or penalty of any kind. The option to terminate any purchase order issued as a result of this bid, as aforesaid, shall remain available to City during any mutually agreed to continuation of the acceptance test. If City elects to terminate any purchase order issued as a result of this bid, the Consultant shall refund all monies received from City up to the period of termination, within thirty (30) calendar days from receipt of written termination by City

SECTION 3
LAKE ASSAULT BOATS PROPOSAL



Fraser Shipyards
1 Clough Ave.
Superior, WI 54880
(715) 395-2255
www.lakeassault.com

March 10, 2015

City of Alameda, CA
Alameda Police Department
Marine Patrol Unit
1555 Oak St.
Alameda, CA 94501

Dear Chief Rolleri and Marine Patrol Unit Team,

Thank you for reviewing our proposal.

Lake Assault Boats LLC, is a mission specific commercial boat manufacturer headquartered on the shores of Lake Superior in Superior, Wisconsin. We specialize in fully-welded aluminum tactical response vessels.

Lake Assault has grown rapidly since its founding in 2003. In 2009, due to increased demand for its purpose-built boats, Lake Assault joined Fraser Shipyards. Since 1891, Fraser Shipyards has been a leading service provider to the Great Lakes shipping industry. Our combined companies feature state-of-the-art manufacturing equipment and facilities.

Lake Assault is staffed with a team of naval architects, engineers, AWS certified welders and technicians. Together we work with you, the customer, to expertly design and manufacture your specific vessel.

Across the United States, Lake Assault is a preferred boat builder servicing mission requirements of fire departments, dive and rescue, law enforcement, Department of Homeland Security and commercial work boat owners.

Lake Assault ensures safety and success on the water through demanding sea trials on Lake Superior. Our team tests all aspects of the vessel to make sure that we have built your boat to surpass industry standards for quality, safety, and durability. We ensure that in the delivery of your boat, we offer in-depth training with your Department in all aspects of the boat, and we always guarantee a one year standard manufacturer warranty, with a 5 year hull warranty. We have the resources to tend to any needs or concerns you may have at any time.



Fraser Shipyards
1 Clough Ave.
Superior, WI 54880
(715) 395-2255
www.lakeassault.com

We have reviewed the Specifications, and we are confident in our design and capabilities for the expectations of the City of Alameda Marine Patrol Unit vessel. Lake Assault would be proud and honored to build the Patrol Boat for the Marine Patrol Unit's mission of maintaining the safety and security of the waters in and around Alameda Island.

For your review, we have attached a preliminary GA drawing. This drawing is based on our interpretation of the specs provided in the bid package. Please keep in mind we are a custom boat builder and we have the ability to design and engineer the vessel to exactly suit your expectations and mission. If we have misinterpreted or left out something that you require let us know and we will re-engineer it to your 100% satisfaction. Please do not hesitate to contact us at any time if you have any questions or concerns.

Thank you for your consideration.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Gary M. Smith".

Gary M. Smith
Director of Sales & Marketing
gsmith@lakeassault.com
Main: (715) 395-2255
Direct: (715) 395-6555
Cell: (612) 865-8339

A handwritten signature in black ink, appearing to read "Chad DuMars".

Chad DuMars
Vice President Operations
cdumars@lakeassault.com
Main: (715) 395-2255
Direct: (715) 395-6554
Cell: (218) 269-4039

Attachment 1-A

DISABLED VETERAN OWNED BUSINESS PARTICIPATION SUMMARY

(must be completed, requirements documented, and then submitted with return bid)

COMPANY NAME	NATURE OF WORK	CONTRACTING WITH	TIER	CLAIMED DVBE VALUE	DVBE CERTIFICATION
N/A					

DISABLED VETERAN OWNED BUSINESS PARTICIPATION SUMMARY COMPLETION INSTRUCTIONS

THIS FORM MUST BE COMPLETED WHETHER THE CONTRACT GOALS OR THE "GOOD FAITH EFFORT" ALTERNATIVE IS CHOSEN. IF NO PARTICIPATION IS OBTAINED, STATE "N/A" OR "NONE".

COMPANY NAME - List the name of the company proposed for DVBE participation. If the prime contractor is a DVBE, the name **MUST** be listed for participation.

NATURE OF WORK - Identify the proposed work to be performed by the prime contractor or subcontractors.

CONTRACTING WITH - List the name of the Department or company with which the company listed is contracting.

TIER - The contractor tier should be indicated with the following level designations:

- 0 = Prime or Joint Contractor
- 1 = Primary Subcontractor/Supplier
- 2 = Subcontractor/Supplier of Level 1 Subcontractor/Supplier
- 3 = Subcontractor/Supplier of Level 2 Subcontractor/Supplier, etc.

CLAIMED DVBE VALUE - The total dollar amount of the value claimed by a disabled veteran business enterprise.

CERTIFICATION - In order to obtain DVBE participation credit, a certification for that DVBE **MUST** be on file with the Office of Small & Minority Business. A copy of the certification from OSMB should be submitted with the Final Bid/Proposal.

The certification must comply with the following requirements:

- o Meet all requirements set forth in Article 6 [commencing with Section 999] of Chapter 6, Division 4 of the California Military Code; and
- o Provide to the Office of Small & Minority Business, by no later than five o'clock [5:00 p.m.] on the date on which the subject bid is opened, an Award of Entitlement from the United States Department of Veterans Affairs or the U. S. Department of Defense, issued within six [6] months of the date on which certification is sought, which would certify or declare the existence of a service-connected disability, of at least 10 percent, at the time of application for or renewal of certification as a DVBE.

Vendor Initials CanB

EXHIBIT 1

DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION REQUIREMENTS **(must be completed, requirements documented and submitted with return bid)**

State law requires that State contracts have participation goals of 3% for Disabled Veteran Business Enterprises (DVBEs). Local government agency contracts where the State retains a proprietary interest must comply with this requirement.

PLEASE READ THESE REQUIREMENTS CAREFULLY, FAILURE TO COMPLY WITH THE DVBE REQUIREMENT MAY CAUSE YOUR BID TO BE DEEMED NON-RESPONSIVE AND YOU TO BE INELIGIBLE FOR AWARD OF THIS CONTRACT.

I. CONTRACT GOALS/"GOOD FAITH EFFORTS"

In order to be "responsive" to this requirement, the bidder **MUST DO** either of the following two alternatives:

- a) Meet or exceed the goals of 3 percent DVBE participation for the proposed contract by one of the following two ways:
 - 1- Commit to use DVBEs for not less than 3 percent of the contract amount; or
 - 2- If the bidder is a DVBE, commit to performing not less than 3 percent of the contract amount with its own forces:

Or

- b) Make a "good faith effort" to meet the goals by doing **ALL** of the following by the final bid/proposal date:
 - 1- Contact this **AGENCY** to identify DVBEs;
 - 2- Contact other State or Federal government agencies or local DVBE organizations to identify potential DVBEs for this contract;
 - 3- Advertise in trade papers and papers focusing on DVBEs, unless time limits imposed by the **AGENCY** do not permit that advertising;
 - 4- Send solicitations to potential DVBE subcontractors/suppliers for this contract with sufficient lead time to fully entertain and consider responding bids; and
 - 5- Consider responding DVBEs for participation in this contract.

II. DOCUMENTATION REQUIREMENTS

Whether the contract goal or the "good faith effort" alternative is chosen, **ATTACHMENT 1A must be completed and included in the Final Bid/Proposal.** This attachment shows the type of work and company proposed for DVBE participation, their subcontractors (if any), and other related information and **must be submitted** in the Final Bid/Proposal.

If none, state "N/A" or "NONE" on the first line of ATTACHMENT 1A. Contracting tier should be indicated with the following level designations:

- 0 = Prime or Joint Contractor;
- 1 = Primary subcontractor/supplier;
- 2 = Subcontractor/supplier of Level 1 subcontractor/supplier;
- 3 = Subcontractor/supplier of Level 2 subcontractor/supplier; etc.

Vendor Initials: GWS

DVBE CERTIFICATION

The bidder should include a copy of the DVBE certification letter from the Office of Small and Minority Business (OSMB) for each firm listed on ATTACHMENT 1A.

GOOD FAITH EFFORT

In addition to the above, for those bidders/vendors opting to document "good faith effort", the bidder must document contacts with other State and Federal governmental agencies, and other organizations that helped identify or provide a list of interested DVBEs for this procurement. A list of dates, times (if known), organizations contacted and contact names and phone numbers is information needed to corroborate the information. The information required to document "good faith efforts" is set out in ATTACHMENT 2.

Bidders/vendors who propose goal attainment are permitted to submit documentation for making a "good faith effort" to insure against the possibility that the AGENCY will not agree that goal attainment has, in fact, been met.

The bidder/vendor's efforts to meet the contract goal and/or make a "good faith effort" to meet the goal must be sincere and the documentation must be sufficient to reasonably demonstrate that sincerity to the AGENCY. FINAL DETERMINATION OF GOAL ATTAINMENT OR "GOOD FAITH EFFORT" BY THE BIDDER/VENDOR SHALL BE AT THE AGENCY'S SOLE DISCRETION.

III. USE OF PROPOSED DVBE

If awarded the contract(s), the successful bidder/vendor must use the DVBE subcontractor and/or supplier proposed in the Final Bid/Proposal unless the Contractor requested substitution via prior written notice to the AGENCY, and the AGENCY has approved such substitution. At a minimum, the request must include:

- a) A written explanation of the reason for the substitution; and
- b) The identity of the person or firm substituted.

THE REQUEST AND THE AGENCY'S APPROVAL OR DISAPPROVAL IS NOT TO BE CONSTRUED AS AN EXCUSE FOR NON-COMPLIANCE WITH ANY OTHER PROVISION OF LAW, INCLUDING BUT NOT LIMITED TO, THE SUBLetting AND SUBCONTRACTING FAIR PRACTICES ACT OR ANY OTHER CONTRACT REQUIREMENTS RELATING TO SUBSTITUTION OF SUBCONTRACTORS.

FAILURE TO ADHERE TO AT LEAST THE DVBE PARTICIPATION PROPOSED BY THE SUCCESSFUL BIDDER/VENDOR MAY BE CAUSE FOR CONTRACT TERMINATION AND RECOVERY OF DAMAGES UNDER THE RIGHTS AND REMEDIES DUE THE AGENCY UNDER THE DEFAULT SECTION OF THE CONTRACT(S).

V. DVBE PARTICIPATION REQUIREMENT

For the purpose of this DVBE participation requirement, the following definitions apply:

- a) Disabled Veteran means a veteran of the military, naval or air services of the United States with at least a 10 percent service-connected disability who is a resident of the State of California.
- b) DVBE means a business concern certified by the Office of Small and Minority Business as meeting all of the following:
 1. A sole proprietorship owned by a disabled veteran; or a firm or partnership, 100 percent of the stock or partnership interests of which are owned by one or more disabled veterans;
 2. Managed by, and the daily business operations are controlled by, one or more disabled veterans; and
 3. A sole proprietorship, corporation or partnership with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm or other business.

Vendor Initials: GMS

c) If the AGENCY reserves the right to make multiple awards or a single contract award as a result of this solicitation, the bidder/vendor is deemed responsive to this requirement if there would be compliance based on award of a single contract, notwithstanding that the bidder/vendor may be unable to achieve compliance to meet the established goal if the AGENCY exercises its right to make multiple awards.

VI. CONTRACT AUDITS

Contractor agrees that the AGENCY or its delegate will have the right to review, obtain and copy all records pertaining to performance of the contract. Contractor agrees to provide the AGENCY or its delegate with any relevant information requested and shall permit the AGENCY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract.

VII. BIDDERS MUST RETURN THEIR BID FORMS WITH THE FOLLOWING FORMS PROVIDED BY THE AGENCY

- a) Summary of Disabled Veteran Business Participation. ATTACHMENT 1A-- List to include all subcontractors, materials and equipment suppliers contacted, nature of work or material to be provided.
- b) OSMB DVBE Certification. -- To be attached to bid if bidder/vendor claims DVBE certification for himself or any subcontractors or suppliers.
- f) Documentation of Good Faith Efforts. ATTACHMENT 2 List all agencies, organizations, advertisements and solicitations made by bidder/vendor for participation in this contract by Disabled Veteran Business Enterprises. If the bidder has elected to use the "good faith effort" alternative, then all five items listed on Attachment 2 should be addressed. (Bidders/Vendors who have proposed goal attainment are permitted to submit "good faith effort documentation" to insure against the possibility that the awarding agency will not agree that goal attainment has been met.)

Vendor Initials GMS

EXHIBIT 3

Recycled Content Certification
(must be completed, requirements documented, and then submitted with return bid)

State law requires that state contracts shall have Recycling Certification in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this bid specification, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

RECYCLED CONTENT CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Print Name and Title of Person Signing Gary Smith, Director of Sales & Marketing	Date Executed 3/10/15
Authorized Signature	Execution in the County of: Douglas
Title Director of Sales & Marketing	Telephone Number (612) 865-8339
Legal Business Name Lake Assault Boats, LLC	Federal ID Number 27-1537418

The Contractor hereby certifies under penalty of perjury, that 100 percent of the materials, goods, supplies offered, or products used in the performance of this contract meets the or exceeds the minimum percentage of recycled material as defined in Sections 12161 and 12200 of the Public Contract Code. The Contractor may certify that the product contains zero recycled content.

Vendor Initials: 

EXHIBIT 3

ATTACHMENT 2
DOCUMENTATION OF GOOD FAITH EFFORTS
(must be completed, requirements documented, and then submitted with return bid)

In order to show a "Good Faith Effort", you must address ALL items listed below. (Use addition sheets if necessary.)

- 1] List below the contacts made with this agency in an effort to identify potential DVBEs for participation in this contract. Include dates, times (if known), contact names and phone numbers.
- 2] List the contacts made with State, Federal and Disabled Veteran Business Enterprises (DVBE) organizations in an effort to identify potential DVBEs for participation in this contract. Include dates, times (if known), contact names and phone numbers.
- 3] List the trade papers or other papers focusing on DVBEs in which you advertised for participation in this contract. Include the dates of the advertisement.
- 4] List potential DVBEs that you solicited for participation in this contract along with the dates you sent the solicitations.
- 5] List DVBEs that you considered for participation in this contract. If your efforts, identified DVBEs that you did not select for participation, state the reasons the DVBEs were not selected.

Vendor Initials: GMB

EXHIBIT 3

Contractor Clause Certification
(must be reviewed carefully and any requirements documented and submitted with return bid)

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Lake Assault Boats, LLC	27-1537418
By (Authorized Signature)	
Printed Name and Title of Person Signing Gary Smith, Director of Sales & Marketing	
Date Executed 3/10/15	Executed in the County of Douglas

Contractor Certification Clauses

1. **Statement of Compliance:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103). (Not applicable to public entities.)
2. **Drug Free Workplace Requirements:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 1. the dangers of drug abuse in the workplace;
 2. the person's or organization's policy of maintaining a drug-free workplace;
 3. any available counseling, rehabilitation and employee assistance programs; and,
 4. penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 1. receive a copy of the company's drug-free policy statement; and,
 2. agree to abide by the terms of the Company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

Vendor Initials: 

3. **National Labor Relations Board Certification:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC10296) (Not applicable to public entities.)

4. **Expatriate Corporation:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of the Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

5. **Sweatfree Code of Conduct:**

- a. All contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The Contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California:

1. **Conflict of Interest:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with this Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Vendor Initials: 

Former State Employees (PCC 10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. **Labor Code/Worker's Compensation:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **Americans with Disabilities Act:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **Contractor Name Change:** An amendment is required to change the contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **Corporate Qualifications to do Business in California:**

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R & TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the office of the Secretary of State.

6. **Resolution:** A County, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

Vendor Initials: GWS

EXHIBIT 4

Darfur Contracting Act Certification (Certification must be completed and submitted with return bid)

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph #1 or Paragraph #2, or via initials and certification for Paragraph #3):

1. We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

OR

3. +certification
Below We currently have, or we have had within the previous years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

Certification for #3

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in #3. This certification is made under the laws of the State of California.

Agency Name (Printed)	Federal ID Number
Lake Assault Boats, LLC	27-1537418
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Gary Smith, Director of Sales & Marketing	
Date Executed	Executed in the County of
3/10/15	Douglas

Vendor Initials: GMS

Lake Assault Boats Limited Warranty

Subject to prior full payment for the boat to Lake Assault, Lake Assault warranties each boat to be free from defects in materials and/or workmanship according to the following limited warranty.

I. What is covered by the Limited Warranty and Conditions

A. Ten Year Structural Limited Warranty: Lake Assault warrants (1) structural aluminum components and their associated welds; and (2) factory manufactured and installed aluminum non-structural components – masts, gates, guards, rails and ramps – to be free from defects in materials and workmanship for a period of ten (10) years, to the original retail purchaser (hereafter, "Purchaser").

B. One year Component Limited Warranty: Lake Assault warrants for a period of one (1) year all components not covered by the ten (10) year structural warranty or an original equipment manufacturer's warranty to be free from defects in materials and workmanship for a period of one (1) year, to the original Purchaser.

II. Conditions of warranty:

Lake Assault Boats warranty is non-transferable and applies only to the original Purchaser of any new Lake Assault boat. The Warranty period commences on the date of delivery of the boat to purchaser. Lake Assault boats must be operated in a reasonable manner, and for their designed use, for this warranty to remain valid.

If the boat or any of its components are found defective by Lake Assault, Lake Assault, at its sole discretion may repair or replace the boat or component. Lake Assault may require any claimed defective component be returned to Lake Assault so that Lake Assault can claim said defective component against its vendor.

Repairs under warranty will be conducted at the Lake Assault, Superior, WI facility. Repair and or replacement of the boat or its components may be conducted by the purchaser, or by a third party, only with the prior written consent of Lake Assault and in Lake Assault's sole discretion.

Any claims against this warranty and all communications on warranty claims must directed to Lake Assault. Under no conditions will warranty reimbursement be made on repairs not made by Lake Assault without the prior written approval by Lake Assault. No freight allowances are provided by Lake Assault; all expenses to bring the boat or components to Lake Assault and to return the boat or components to Purchaser, are at Purchaser's expense.

III. What is not covered by the Limited Warranty:

A. Limitation of Remedies: Lake Assault, its principals, agents, employees, and/or subcontractors shall in no event be liable to Purchaser or to any third party for any claims for loss or damage for any reason whatsoever, including for breach of warranty, or for negligence of any kind or strict liability in tort, for any incidental, contingent, special or consequential or commercial damages of Purchaser (including loss of use and/or loss of profits and/or loss, damage, or injury to any person or any other property, wreck removal, fines or damages arising out of spillage or oil or other pollutants) arising from or out of work performed and material, machinery and/or equipment provided by Lake Assault and/or the use or operation of, or in any way connected with, the property on which the work was performed by Lake Assault, from whatever cause, whether arising from negligence or breach of contract, or any other person even if the possibility of such damages is or was foreseeable by the parties hereto. Without limiting the generality of the foregoing, Lake Assault does not warrant the following:

1. All major components of the boat warranted separately by their respective manufacturers.
2. Components not provided or installed by Lake Assault.
3. Windshield and glass breakage.
4. Fabric tops and covers.

5. Damage or defect on any component which has been modified from its installed condition, used for other than its intended use, misused, or used in racing.
6. Damage resulting from an accident, collision, or grounding, intentional or otherwise,
7. Any defect due to lack of reasonable care and maintenance by the Purchaser.
8. Shipping damage not noted by Purchaser at delivery.
9. Damage resulting from galvanic corrosion, oxidation, or electrolysis.
10. Defects caused or associated with a third party service effort.
11. Any required repair or replacement due to normal wear and tear, sand or stone ingestion.

B. Disclaimer of Additional Warranties: The foregoing limited warranty is in lieu of, and Lake Assault specifically disclaims any and all other warranties, express or implied, including any warranty as to suitability of the boat's design, of merchantability or for fitness for a particular purpose, usage or trade that may be intended by Purchaser. The limited warranty, limitation of remedies and disclaimers of additional warranties in this Section III are in lieu of and supersede any provisions of the Contract Documents as to warranties, limitation of remedies and disclaimers of additional remedies.

C. Application of Limited Warranty, Limitation of Remedies and Disclaimers of Additional Warranties: The provisions of this Section III apply to work done by subcontractors as well as to work done by direct employees of Lake Assault. The Limited Warranty stated in Section I and the Limitation of Remedies stated in Section III.A. and the Disclaimer of Additional Warranties stated in Section III.B have been negotiated by the parties hereto, and Lake Assault has relied on Purchaser's agreement to the Limited Warranty and the Disclaimer of Additional Warranties and Limitation of Remedies in determining its exposures to liabilities and expenses of insurance for purposes of determining the Contract Sum. Purchaser understands that but for Purchaser's agreement to this Limited Warranty, the Limitation of Remedies, and the Disclaimer of Additional Warranties Lake Assault might require a higher Contract Sum of consideration for the agreed products and services. Purchaser has read, understands and hereby agrees to all of the terms and conditions herein, expressly including the Disclaimer of Warranty and Limitation of Remedies.

IV. Prevailing Law:

This warranty is governed by and construed under Wisconsin law. Any action brought under this warranty must be brought in the County of Douglas, State of Wisconsin. Any legal action by purchaser under this Limited Warranty must be brought within one (1) year of a written denial of Purchaser's Warranty claim by Lake Assault, or such claim and right to legal action will be waived and void. In no event shall the Purchaser be entitled to damages greater than a refund by the Lake Assault of the purchase price upon return of goods and determination that the same are defective. If Lake Assault is the prevailing party, any legal fees incurred by Lake Assault become the Purchaser's responsibility.



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March 10, 2015

City of Alameda Police Department
Marine Patrol Unit Specifications

NOTE: The specifications contained herewith represent our best understanding and interpretation of the specs provided in the bid document. Keep in mind we are a custom builder and we will design and engineer the vessel to comply with your exact specifications and mission. If we omitted or misunderstood any of your requirements please let us know and we will make the necessary adjustments to your satisfaction.

BACKGROUND:

1. Vessel should be suitable to perform Law Enforcement, search and rescue, and patrol functions on the waterways surrounding the island of Alameda and the San Francisco Bay area. It will be used in a law enforcement, boating safety, and search and rescue capacity during day and night hours. The Alameda Police Marine Unit regularly operates from 0630 hours to 1630 hours on Saturday and Sundays during the summer months. The Marine Unit also responds to emergencies and pre-planned events during the winter months. Rough ocean water conditions (fresh, salt and brackish water) along with changing currents and tides are often encountered. Waves from a few inches to 5' are common. Depths ranging from 1' to over 100' of water are frequented. The vessel and trailer configuration, balance and construction must be stable and maneuverable at all speeds in various wind, water, depth or wave conditions which are normally encountered in the waterways surrounding the City of Alameda.
2. California boating laws will be enforced using this boat. Suspects who are arrested for violations of laws may be placed on this vessel and transported to land for booking. People may also be rescued from sinking boats and placed on the patrol boat. The boat will likely be used for searching for deceased or injured people. The boat may be used to support dive operations in search of evidence, sunken debris and deceased persons. Typically, the boat will have at least three police officers aboard, wearing full police belts, gear, and floatation devices.
3. Vessel must be built to be in compliance with current United States Coast Guard (USCG) and National Marine Manufacturers Association (NMMA) requirements.
4. The hull must be constructed to have a capacity of at least 8 people. The hull must be capable of supporting in accordance with level floatation requirements of the NMMA, at least twice the maximum rated load that the boat can carry. The maximum load and person capacity shall be determined using the methods described by the NMMA rules for vessels under 26'.
5. Builder must be able to deliver vessel within 120 days of contract award date.



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GENERAL SPECIFICATIONS:

1. Hull Length 21' centerline measurement. (not including dive platform, engines, guards, or rub rails)
2. Beam 8 feet 6 inches (does not include engines, guard, or rub rails)
3. The hull design shall be a modified "V" with a 16-18 degree dead rise.
4. Overall height not to exceed 13'6" while on trailer and attached to a tow vehicle. (No Nav Arch, equipment will be mounted directly to the roof of the pilot house.)
5. Draft should not exceed 18 inches with motors up.
6. Person and cargo capacity 4000 lbs approx.
7. Empty boat weight 5000 lbs approx.
8. Trailer weight 1500 lbs approx.
9. Combined boat and trailer weight 6500 lbs. approx.
10. Interior and exterior sound levels below 90 decibels.

HULL DESIGN & OUTFITTING:

1. Hull is modified "V" with a 16-18 degree dead rise at the planning surface.
2. A dive platform and engine protector is to run the full width of the transom and be constructed of a minimum of 1.5" aluminum tubing. The platform will be covered with aluminum diamond plating, extending a minimum of thirty inches (30") behind the transom at the center. This platform should be designed with eyes or rings to aid in the securing of large items upon it (i.e. Full body bag, etc.) with rope or tie-down straps. The dive platform shall be located as close to the water line as practical.
3. There shall be storage trays on the inside gunwales of both the port and starboard sides, from the transom to the consoles. These trays will allow for the maximum storage that the hull design can allow.
4. There is a tread plate gunnel of at least 5" fore to aft.
5. All decks are self-bailing and provide sufficient water egress.
6. The bow area in front of the pilot house shall have an open deck configuration. There shall be a minimum of one lockable storage compartment (anchor locker) in the extreme bow. The bow shall be self-bailing with openings on both the port and starboard sides allowing water to exit the vessel.
7. Dashboard, interior cabinets, countertops, deck areas, exterior cabin walls, etc. shall be painted with grey Zolatone.
8. All storage compartments shall be lockable, keyed alike, and have sealed watertight doors.
9. 1 1/2" pipe safety railings are installed 6" above gunnel in the bow area and along the side gunnels of the vessel and gunnels rear of the pilot house.
10. Six 10" welded aluminum cleats.
11. Heavy duty bow chocks shall be securely welded to the hull.



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12. Two (2) welded bow eyes three inches (3") apart and two (2) stern eyes, one welded to each side of the transom suitable for use in towing.
13. Bottom plating .250" 5086-H116
14. Side plating .190" 5086-H32
15. Deck plating .124" 5052-H32 diamond tread plate
16. 3" Duramax D-shaped rub rail along the full length of the boat at the gunnel height. There are eight 3" Duramax strips, mounted diagonally on each side of the boat.
17. Maximum draft is 24" with motors up.
18. Hull structure and component material is consisted of all 5086 aluminum alloy minimum of $\frac{1}{4}$ " thickness.
19. Two (2) 2000GPH automatic bilge pumps are provided in the bilge areas. One will be wired directly to the battery with a float switch and one will be controlled by a manual switch on the console.
20. One (1) Garboard drain plug is provided.
21. ABYC approved carbon monoxide detector in cab.
22. Deck structure and component material are aluminum, they consist of all 5086 aluminum alloy with thicknesses of .190", .250", and .375", and are fully welded to the hull and all deck height transverse bulkheads and longitudinal girders to contribute to the strength of the hull. Floor is supported by 2x2 square tubing.

WELDING:

1. The hull and superstructure are constructed of marine grade aluminum and MIG and TIG welded throughout.
2. All water seams are welded 100% on both sides.
3. Longitudinal structural members are stitch welded on opposite sides.

FUEL SYSTEM:

1. 75 gallon fuel tank. The tank is internally baffled to prevent shifting of the fuel load, and to ensure fuel pickup tube remains submerged in fuel.
2. Withdrawal tubes are stainless steel.
3. Fuel fill inlet shall be located on the starboard side of gunwale or transom and be opposite exterior battery jump receptacle and shall not have any hard turns or kinks which would restrict normal fuel flow, or hinder the ability to fully fuel up the tank.
4. A WEMA fuel sender is attached to a NMEA fluid level interface to supply data to electronic gauges.
5. The fuel system conforms to all CARB requirements for the State of California.



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6. Fuel system shall be include a duplex marine fuel/water separator filter in a location with easy access for maintenance/changing.

TOWING EQUIPMENT:

1. There is a 3.5" O.D. crucifix style tow post with a 1" welded pin at the rear bulkhead.
2. There is a 2" double pipe motor guard with tow line guides.

PILOT HOUSE:

1. The full-width pilot house is 6.5' long with an interior clearance height of 6 ft. 4 in. (76"). The cabin roof should extend aft at least 12" to cover over the entry door.
2. The pilot house is fully enclosed. Component material is all welded construction of 5086 aluminum alloy of 3/16" thickness.
3. The front wall of the pilot house is equipped with 2 fixed, tempered safety glass windows and a lockable, hinged door in the center. The rear wall of the pilot house will also have 2 fixed windows and a center mounted, lockable, hinged door. The port & starboard walls of the pilot house will each have a large sliding window.
4. Driver and passenger seats shall be the air ride shock suspension type, Mariner brand or approved equal. Seats shall adjust in height, have folding armrests, adjust forward and aft and shall swivel per seat manufacturer. Seats will be wide enough to accommodate an officer with a gun belt and equipment.
5. Any interior vinyl shall be alike, grey in color.
6. The cabin roof shall accommodate a blue strobe light bar, two (2) stationary forward facing and two (2) stationary rear facing spot lights, the GPS antenna/puck and the required all-around white light.
7. The dash console provides ample room for electronics, throttles, switches, and steering wheel with cable components.
8. Glove box shall be included on port side console.
9. Contractor selected, dual heavy-duty windshield wipers and washers, with coordinated and self-parking, full panoramic capability for driver and passenger with controls located at the operator's console.
10. The vessel shall have a heater/defrost system with at least 4 adjustable outlets. Adjustable outlets shall be installed at each helm console directed at the windshield and adjustable outlets at each helm, lower section.
11. There is an overhead radio rack. Emergency radios are to be supplied by the Department, and installed by Lake Assault.
12. There are 2 overhead grab rails running lengthwise in the pilot house.
13. Bench seating with storage beneath, along starboard and port walls of pilot house near the rear wall.



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ELECTRICAL SYSTEM:

1. Navigation lights are installed to meet USCG requirements with hinging anchor light mast.
2. All electrical cable is marine grade tinned copper wire and labeled for each circuit.
3. All wiring shall be protected from corrosion.
4. Cables are routed in wire ways wherever possible. Cables are protected with rubber wherever exposed to potential damage.
5. Electrical cables are sized in accordance with the American Boat & Yacht Council recommendations.
6. All electrical cables are marked in accordance with the markings in electrical drawings.
7. Vessel shall have a 12-volt, negative ground electrical system. Two (2) heavy-duty marine batteries with a minimum of 650 amperes cold cranking power and heavy duty cables shall be installed. Battery shall be a Group 24 Interstate brand battery or equivalent. Alternators rated for electrical load at idle engine speed rpm. Unit shall maintain all electrical systems while engine is at idle in fog or low visibility conditions.



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8. A separate house battery will be supplied to power electronics.
9. All electrical switches are of a heavy-duty type toggles properly insulated.
10. Batteries shall be secured inside the transom. The transom will be constructed so there are cabinets, port and starboard, to accommodate the triple battery system. Cabinet opening should be large enough to accommodate easy removal of batteries. The batteries should be electronically isolated from the hull and easily accessible. All batteries, bilge pumps and fuel filters are to be contained inside the transom or engine compartment and mounted in such a way as to be readily and easily accessible for service upon opening the transom or engine compartments.
11. Battery receptacle shall be mounted on the interior of stern, and shall include a set of jumper cables.
12. Battery selector switches shall be installed and include four (4) positions: "1, 2, Both, Off". This should be mounted in the transom compartment or engine compartment. The battery switch shall be easily accessible in a lockable compartment.
13. Minimum #6 gauge cable from the batteries to the dash.
14. One twelve (12) position fuse block is to be mounted under the operator's (starboard) console, wired directly to the batteries. Each fuse will be labeled for identification.
 - a. A minimum of five (5) empty fuses/circuits shall be installed at the starboard console for future electronic needs.
 - b. There shall be a circuit breaker installed next to each toggle switch on the control console. Toggle switches, Euro-style duty switches shall be rated at 30 amps, resistive with lighted indicator for ON position and shall be waterproof.
 - c. There shall be a fuse or a conduit breaker with 18" at each end of every power source.
 - d. All wiring harnesses must meet and NMMA color code for NMMA certification.
All electrical items shall be labeled on a panel.
 - e. A three-way, waterproof ignition switch of the Contractor's choosing, key operated, shall be installed in the dash of the operator's console.
15. Dashboard shall include the following analog gauges and meters, at a minimum, are to be installed in the starboard console: The instrument panel, which holds all gauges and switches, must be made of aluminum and Teleflex marine instruments or equivalent are to be used: Hour meter, Engine oil pressure (audible alarm and warning light and override switch),



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Tachometer, Volt or amp meter (warning light), Fuel level gauge, Engine water temperature (audible alarm and warning light and override switch).

16. All gauges shall be illuminated w 12v red lights and dimmable.
17. Heavy duty electric bilge blower of appropriate size shall be provided and installed, along with natural ventilation. The switch for the bilge blower shall be mounted on the operator's console.
18. A pair of flush-mounted docking lights chosen by the Contractor shall be provided and installed, one light installed on each side of the bow of the boat (rated at 30,000-50,000cp each). These lights shall point forward of the hull and not at a downward angle.
19. The electrical system is grounded. The hull is not used as part of a galvanic feeding loop.
20. Wiring for radios, and all electronics are protected with circuit breakers. Two additional circuit breakers are provided for future expansion of the electrical system.
21. Electrical compartments are provided in the cabin to house the electrical power, circuit protection and control components. Serviceable components are accessible. Power, circuit protection and control components are protected against the following: corrosion, excessive heat, excessive vibration, water spray and EMI and RFI.
22. Mounting plates for antennae are on the roof.
23. Emergency radios are supplied by the Department, and installed by Lake Assault.
24. Six (6) LED dual red/white dome work lights are mounted overhead in the cabin.
25. Two (2) 12-volt power outlets are provided in the dash console sufficient to handle two high power handheld spotlights. Each shall have plastic cover.
26. Installed in the transom compartment of the vessel shall be a Shurflo wash-down Assembly, or approved equal, to include a minimum of 4.0 g.p.m. pump, $\frac{3}{4}$ and $\frac{5}{8}$ garden hose adapters with quick connects, raw water strainer, and a UV protected 25 foot coiled hose with nozzle (Or equal).

BATTERIES:

1. Three marine batteries are installed complete with battery switches. Two batteries are installed as the engine starting bank. A four-position battery switch is installed to draw power from either battery, or both, or off. All battery switches are located on lower panel of console.
2. A dedicated battery is installed for the house bank. An automatic charging relay is installed to allow for the house bank to be charged via the engine alternators.
3. All batteries are installed in plastic battery trays in the aft rigging locker.



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120V AC ELECTRICAL:

1. A 30-amp shore power system is installed to supply battery charger.
2. One (1) two bank, ProMariner 20 amp battery charger will be installed for use with the shore power system above.

PROPELLION:

1. Twin Mercury Verado 200 horsepower outboard motors (or approved equivalent) to include a throttle and shift system. Each engine must be new and of marine grade and have a stainless steel prop. The engine shall meet State of California engine exhaust limitations at 50 feet.

PAINT AND GRAPHICS:

1. The exterior shall be painted grey or haze grey.
2. The words "Marine Patrol" shall be applied on both sides of the vessel in blue letters. Alameda Police Insignias (provided by the agency) will be placed on the vessel upon delivery.
3. Bottom paint will comply with all current California & Federal environmental requirements.

EMERGENCY LIGHTING, SIREN, AND WORK LIGHTS:

1. The emergency light bar shall be commercially manufactured for emergency vehicles/vessels. The light bar shall be low profile, LED-style with only blue flashing lights. (Code 3 Model RX 2700 or equivalent is acceptable). The light bar shall be made up of all blue lights to meet the USCG requirements for emergency vessels. A siren/P.A. speaker shall be mounted externally in front of the port bulk head facing forward. (Code 3 C3100 speaker or equal). The On/Off switch for the light bar shall be a rocker-type on the Code 3 V-Con
2. Siren/Control box mounted on the starboard console, for easy access by the operator.
3. Police radios shall be provided by the City and installed by the builder.
4. A police radio antenna shall be installed on top of the arch/superstructure.
5. The light bar, spotlights and G.P.S. antenna shall be mounted atop the arch. The light bar shall be centered and the four (4) forward and aft facing spotlights as far port and starboard as practical. Two (2) blue LED lights shall be provided and installed rear facing, one on each side of the transom. (Whelen TIR3 Series, Model #8R-GR196 or approved equal). Two (2) white LED courtesy/running lights shall be provided and mounted, rear facing (one on each side of the transom). (Whelen LIN3 Series, Super LED, Model# 8R-GR258 or approved equal).
6. Four (4) Whelen PT360P or approved equal, remote controlled spot lights. Two on forward corners of pilot house and two on rear corners of pilot house.



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ADDITIONAL EQUIPMENT:

TRAILER:

1. A 8,200 lb. capacity ShoreLand'r aluminum, all welded, dual axle bunk trailer complete with surge brakes, spare tire, 2" ball coupler, and dual-wheel (Fulton or equivalent) tongue jack on trailer.
2. "Surge" type disc brakes on all 4 wheels.
3. An adjustable bow stop and winch stand is provided with a manual 2-speed winch and nylon strap.
4. The trailer shall be equipped with a retractable transom tie-down system, which is completely self-storing, and compact such as a **Boat buckle**, or approved equal, to secure the vessel to the trailer for additional security while under tow.
5. Trailer LED lights are submersible.

ELECTRONICS:

1. The successful bidder shall install a **Raymarine C97** depth finder, fish finder GPS unit, or approved equal on the starboard console as far to the right as practical to aid in full field of view.

TRAINING:

1. A minimum of 8 hours of training on the operations of the vessel and equipment shall be provided at a location to be agreed upon by the builder and the City of Alameda.



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March 10, 2015

City of Alameda, CA
Alameda Police Department
Marine Patrol Unit
1555 Oak St.
Alameda CA 94501

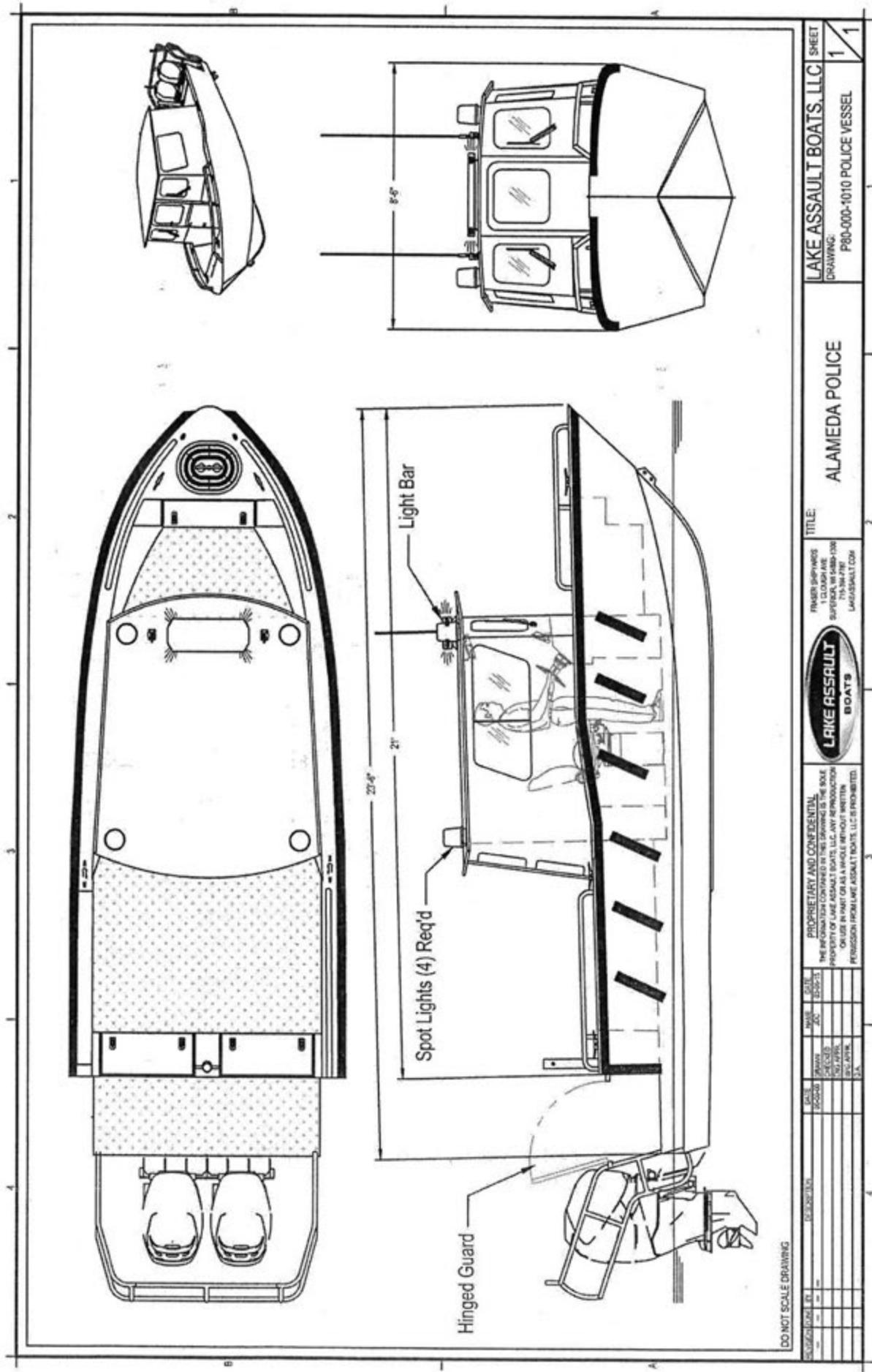
Re: Exceptions List

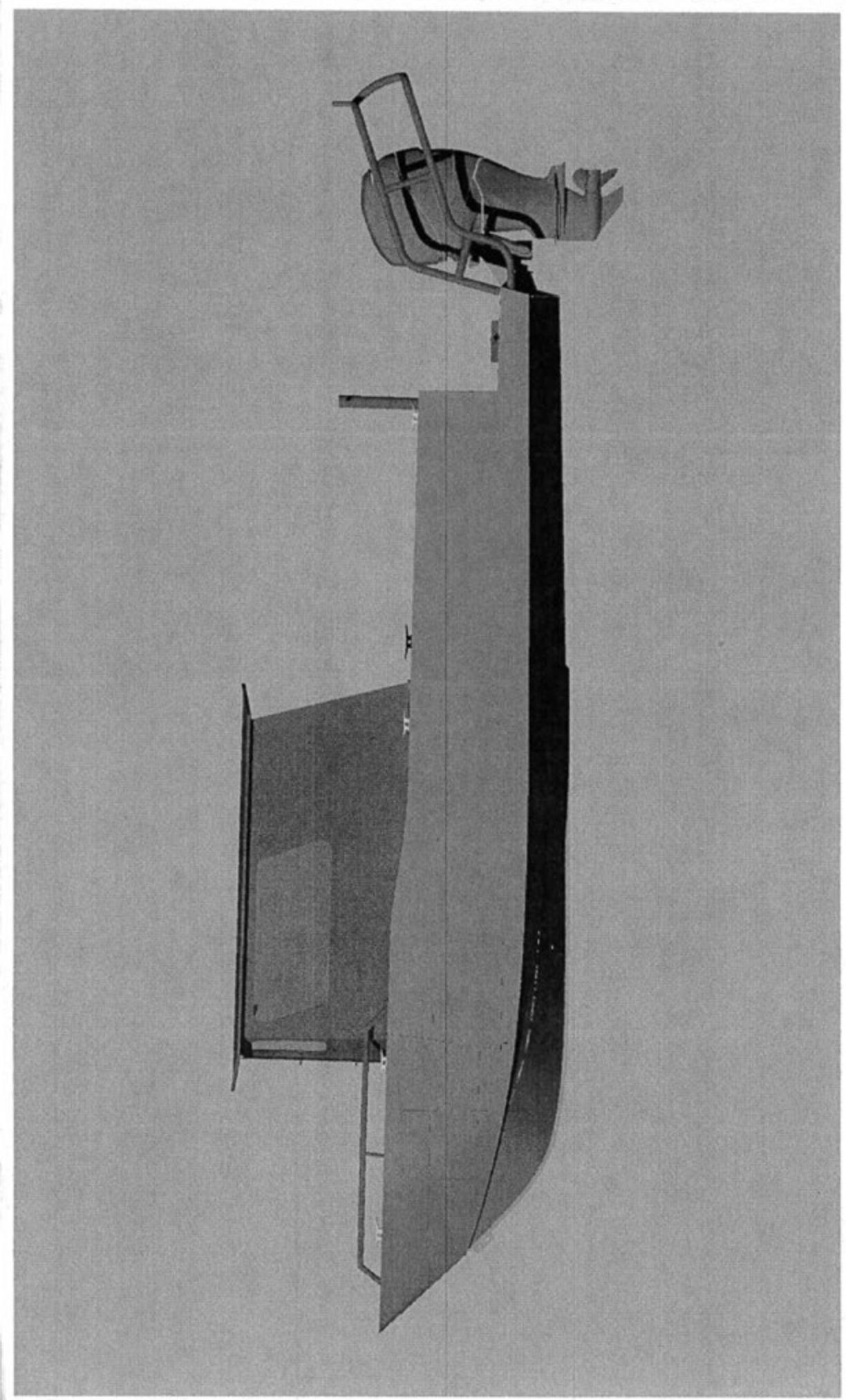
1.8 – Lake Assault recommends a 16-18 degree dead rise to optimize the “ride under the largest variety of conditions. This hull design will perform well in the types of conditions typically encountered in and around Alameda Island and the S.F. Bay area.

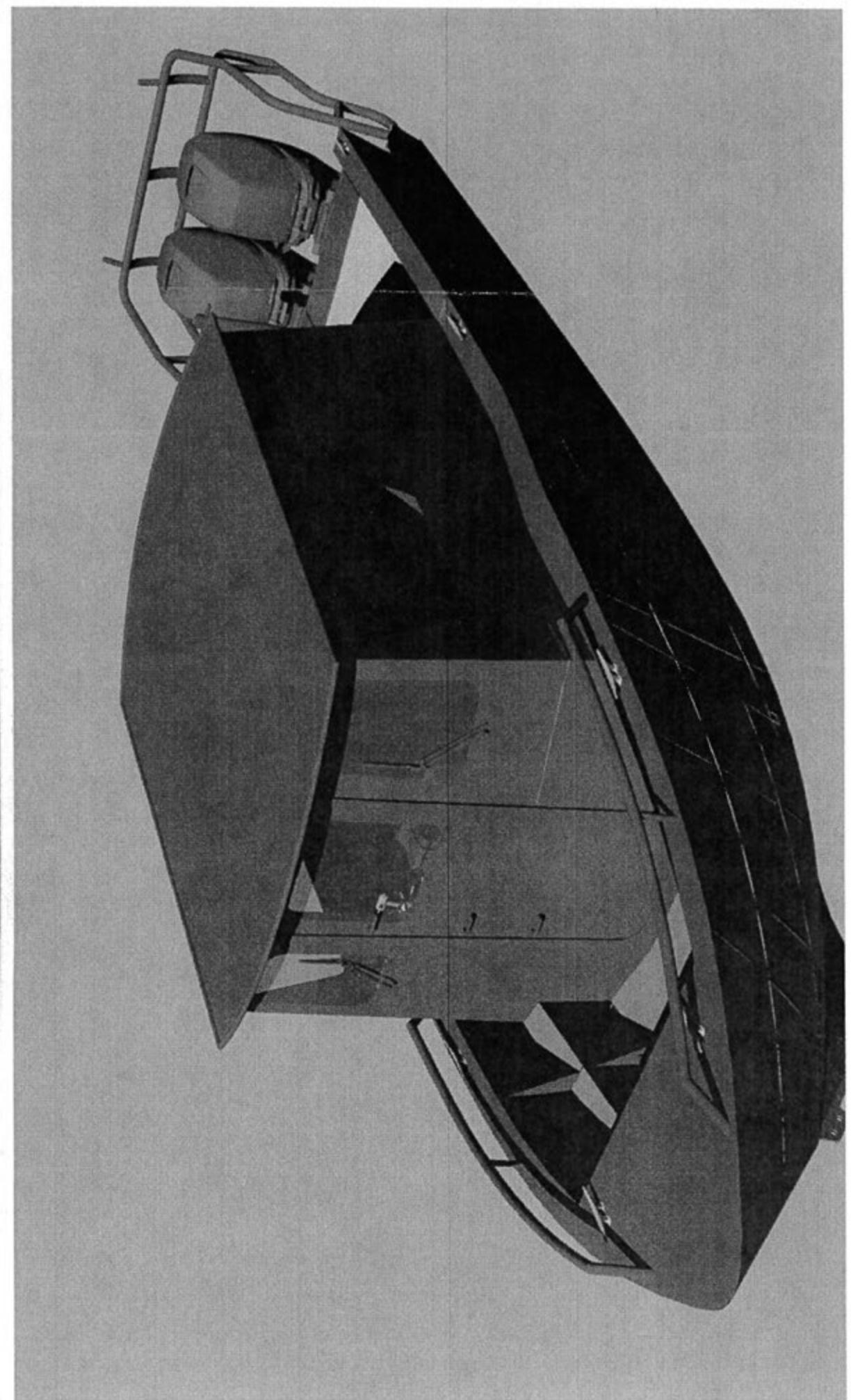
2.10 – Lake Assault will provide references from California as well as other State and Federal agencies across the U.S.

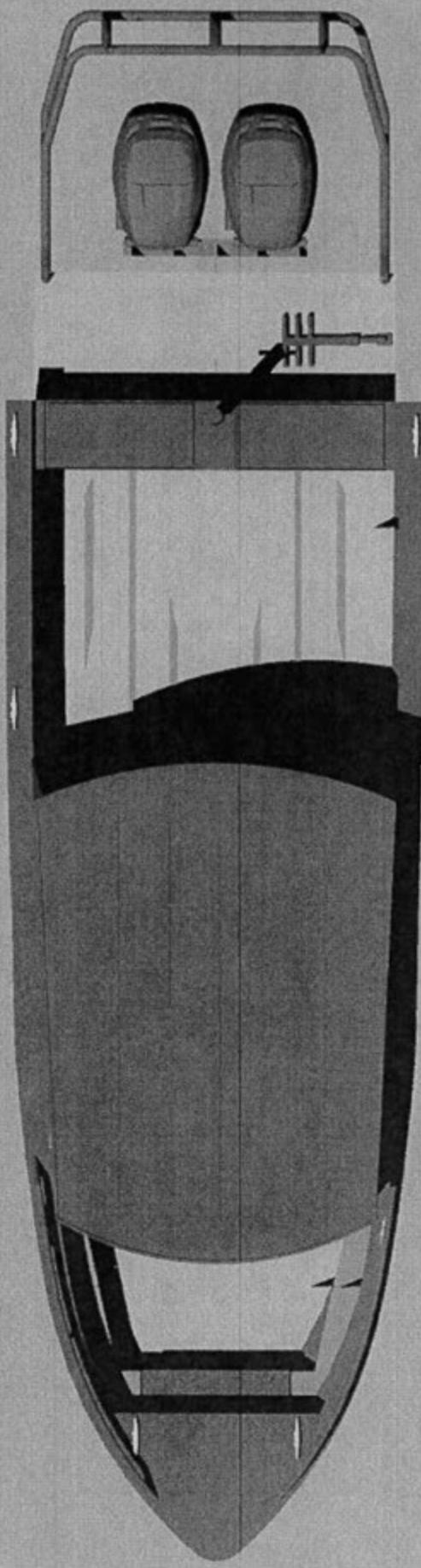
5.3 – Lake Assault recommends interior sides be coated with grey Zolatone texture paint instead of marine carpet. The carpet has a short lifespan, comes unglued over time, and supports the growth of mold and mildew.

5.12 – Lake Assault recommends throttle and shift controls supplied with the Mercury Verado outboard motors directly from the manufacturer. Flow Tec controls are not supplied by Mercury, and we do not recommend altering the system. Warranty reimbursement could be affected by this deviation.









**ATTACHMENT B
BID COST SHEET**

I/We agree that the prices stated herein will be firm for ninety (90) calendar days from the Bid Submittal Deadline.

Item Number	Qty	Description	Unit Price	Tax 9.00%	Total
01	1	Patrol Boat and Trailer per the specifications stated in Section No. 01 of this Bid	\$178,059		\$178,059.00
NOTE:		LAB is not responsible for CA taxes. Taxes are the responsibility of the customer if taxable.			
		State The Following Boat Information: Make: <u>Lake Assault Boats</u> Model: <u>23 Patrol</u>			
02	1	State The Following Trailer Information: Make: <u>ShoreLand'r</u> Model: <u>SLB82TAL</u>	\$7,176		\$7,176.00
		Lead Time (Calendar Days): <u>120 Days</u>			
GRAND TOTAL				\$185,235.00	
Date: 3/10/15	Signature:	<u>Greg Smith</u>			

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID

ATTACHMENT 

SUBCONTRACTOR LIST

SUBCONTRACTOR NO: 1 - COMPANY NAME: Nelson Show n' Go
ADDRESS: 6360 East Cutter Rd. South Range, WI 54874
CONTACT PERSON: Dan Nelson TITLE: Owner & Operator
E-MAIL: N/A TELEPHONE NUMBER: (715) 398-3632
AMT. OF CONTRACT: No contract amount DATE AND TYPE OF SERVICE Paint since 2010

SUBCONTRACTOR NO: 2 - COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TITLE: _____
E-MAIL: _____ TELEPHONE NUMBER: _____
AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

SUBCONTRACTOR NO: 3 - COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TITLE: _____
E-MAIL: _____ TELEPHONE NUMBER: _____
AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

SUBCONTRACTOR NO: 4 - COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TITLE: _____
E-MAIL: _____ TELEPHONE NUMBER: _____
AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

SUBCONTRACTOR NO: 5 - COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TITLE: _____
E-MAIL: _____ TELEPHONE NUMBER: _____
AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/5/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

The Harry A. Koch Co.
P.O. Box 45279
Omaha NE 68145-0279

INSURED

Lake Assault Boats, LLC
1 Clough Ave
Superior, WI 54880-1300

CONTACT
NAME:

PHONE
(A/C. No. Ext): 402-861-7000

FAX
(A/C. No):

E-MAIL:

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Signal Mutual Indemnity Association

25682

INSURER B: Travelers Indemnity Co. of Ct

25674

INSURER C: Travelers Property Casualty of Amer

11150

INSURER D: Arch Insurance Company

25658

INSURER E: Travelers Indemnity Co.

25658

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 288666368

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR/INSD/WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
E	COMMERCIAL GENERAL LIABILITY		Z013T50418	10/1/2014	10/1/2015	EACH OCCURRENCE	\$1,000,000	
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (EA occurrence)	\$50,000	
X	Ship Repairs					MED EXP (Any one person)	\$5,000	
	GENL AGGREGATE LIMIT APPLIES PER					PERSONAL & ADV INJURY	\$1,000,000	
X	POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE	\$2,000,000	
	OTHER:					PRODUCTS - COMP/OP AGG	\$2,000,000	
							\$	
B	AUTOMOBILE LIABILITY		BA7A418261	10/1/2014	10/1/2015	COMBINED SINGLE LIMIT (EA accident)	\$1,000,000	
X	ANY AUTO					BODILY INJURY (Per person)	\$	
	ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$	
	Hired AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
							\$	
C	X UMBRELLA LIAB	X OCCUR	Z0B13T50545	10/1/2014	10/1/2015	EACH OCCURRENCE	\$4,000,000	
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE	\$4,000,000	
	DED <input checked="" type="checkbox"/> RETENTION \$25,000						\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	ZAWC19883100	10/1/2014	10/1/2015	X PER STATUTE	OTHE	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT	\$1,000,000	
	If yes, describe under					E.L. DISEASE - EA EMPLOYEE	\$1,000,000	
	DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$1,000,000	
A	USL&H		J1460307	10/1/2014	10/1/2015	Statutory		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: For bid purposes only. If bid is successful, the certificateholder will be added as additional insured to the auto & general liability policies, and 30 days notice of cancellation will be provided to certificateholder.

CERTIFICATE HOLDER

CANCELLATION

City of Alameda
Mariner Square Drive
Alameda CA 94501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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