

Contract PO-060-23010911
with
Gravois Aluminum Boats dba Metal Shark
for
35' Aluminum Fireboat

This Contract PO-060-23010911 for a 35' Aluminum Fireboat (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (hereinafter referred to as "County") and Gravois Aluminum Boats dba Metal Shark, with a place of business at 6814 E. Admiral Doyle Dr., Jeanerette, LA 70592 (hereinafter referred to as "Contractor"), with a County and Contractor sometimes referred to as "Party" or collectively as "Parties".

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

- Attachment A – Scope of Work
- Attachment B – Compensation and Pricing Provision
- Attachment C – Campaign Contribution Disclosure Form

RECITALS

WHEREAS, Contractor and County are entering into this Contract for 35' Aluminum Fireboat under a firm fixed fee Contract; and

WHEREAS, Contractor agrees to provide a 35' Aluminum Fireboat to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Compensation and Pricing Provision, attached hereto as Attachment B; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for 35' Aluminum Fireboat with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. Entire Contract: This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. Amendments: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. Taxes: Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. Delivery: Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. Acceptance Payment: Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty: Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitaries as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more

specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

- I. Assignment: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. Non-Discrimination: In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. Termination: In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. Consent to Breach Not Waiver: No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Independent Contractor: Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. Performance Warranty: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. Insurance Provisions: Contractor will need to comply with the following insurance requirements if making the deliveries to the County of Orange. No insurance is required if a common carrier makes deliveries to the County of Orange.

Prior to the provision of services under this contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor, and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange, its elected and appointed officials, officers, employees and agents* as Additional Insured's, or provide blanket coverage, which will state *As Required By Written Contract*.
- 2) A primary non-contributing endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, employees and agents*, or provide blanket coverage, which will state *As Required By Written Contract*.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the County may suspend or terminate this contract.

The Commercial General Liability policy shall contain a severability of interest's clause, also known as a "separation of insured's" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. Changes: Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. Change of Ownership/Name, Litigation Status, Conflict with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and Contractor obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could

be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. Force Majeure: Contractor shall not be assessed or be found in breach during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. Confidentiality: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. Compliance with Laws: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. Freight: Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. Severability: If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. Attorney Fees: In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. Interpretation: This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing

work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

- Z. Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. Audits/Inspections: Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

- BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. Expenditure Limit: The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for

work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which County will procure and receive goods/services from Contractor as set forth in the Scope of Work, which is attached hereto as Attachment A and incorporated by this reference.
2. **Term of Contract:** This One-Time Purchase Contract shall commence upon execution of all necessary signatures, unless otherwise terminated by County.
3. **Renewal:** This Contract is non-renewable.
4. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
5. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
6. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
7. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

8. Conflict of Interest – County Personnel: The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
9. Contractor’s Project Manager and Key Personnel: Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement for the Contractor’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.

10. Contractor’s Records: The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
11. Data – Title To: All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
12. Default – Reprocurement Costs: In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
13. Drug-Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
 1. 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, as required by Government Code Section 8355(a)(1).
 2. Establish a drug-free awareness program as required by Government Code Section

8355(a)(2) to inform employees about all of the following:

- a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
- a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
 2. The Contractor violates the certification by failing to carry out the requirements as noted above.
14. Errors and Omissions: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
15. Equal Employment Opportunity: The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal

opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

16. News/Information Release: The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
17. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Gravois Aluminum Boats dba Metal Shark
6814 E. Admiral Doyle Drive
Jeanerette, LA 70544
Attn: Dean Jones, VP of Sales -
LE, Fire/Rescue & Specialty Projects
561-909-9788
Email: djones@metalsharkboats.com

County: Sheriff-Coroner Department – Harbor Patrol Division
1901 Bayside Drive
Corona del Mar, CA 92625
Attn: Sgt. Jeffry Tucker
949-723-1004
Email: jjtucker@ocsheriff.org

Assigned DPA: County of Orange
Sheriff-Coroner Department/Purchasing Services Unit
320 N. Flower Street, 2nd Floor
Santa Ana, CA 92703
Attn: Victor Vega
714-834-6318
Email: vvega@ocsheriff.gov

18. Precedence: The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
19. Termination – Orderly: After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
20. Sub-Contracting: No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

21. Substitutions: The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

-Signature Page to Follow-

Signature Page

The Parties hereto have executed this Contract PO-060-23010911 for the purchase of 35' Aluminum Fireboat on the dates shown opposite their respective signatures below.

Contractor*: Gravois Aluminum Boats dba Metal Shark

By: [Signature] Title: VP of Sales
Print Name: Dean Jones Date: 2/27/2023

Contractor*: Gravois Aluminum Boats dba Metal Shark

By: [Signature] Title: Controller "CFO"
Print Name: Taylor Emfinger Date: 2/28/2023

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.*

The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____
Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel
Orange County, California

By: Annie Loo
Deputy

Digitally signed by Annie Loo
DN: cn=Annie Loo, ou=County Counsel, email=annie.loo@ocorange.com, c=US
Date: 2023.04.04 13:43:35 -0700

ATTACHMENT A

Scope of Work

- I. Contractor shall provide and deliver one (1) 35' Aluminum Fireboat to the County of Orange, Harbor Patrol Division. Contractor shall adhere to the following requirements for vessel:

GENERAL

- Collar is considered reserved buoyancy and not inherently necessary to meet flotation requirements
- Vessel can remain operational even if collar is damaged or removed
- All structure and plating will be 5086 alloy only
- Fully Designed and labeled Construction Drawings will be created and approved by the Orange County Sheriff Prior to Commencement of Construction
- All digital design, cutting, and bending construction techniques will be used
- Vessel includes collision bulkheads
- Vessel built to applicable ABYC, USCG, ISO and ABS structure standards where applicable

BASE BOAT

- 35 Defiant NXT Welded aluminum collared full open back $\frac{3}{4}$ cabin response monohull boat
- Deep vee hull with outer chines and lifting strakes
- All welded 5086 Aluminum Alloy (No 5052 alloy will be used)
- Hull, Sides, Stringers & Bulkheads: $\frac{1}{4}$ " & $\frac{3}{16}$ "
- Keel: $\frac{3}{8}$ "
- Deck and Cabin: $\frac{3}{16}$ "
- Transom: $\frac{3}{8}$ "
- Fuel Tank (Size at Sheriff's discretion)
- Bow eye must be integrated as part of keel
- Full Width Swim Protection platform level with operational deck

PROPULSION

- Twin Inboard MerCruiser 8.2-liter Big Block Gasoline Engines, Transmissions, and Shaft/Propeller/Rudders
 - Tunneled Design
- Digital Controls and Gauges Package
- Electronic Transmission Switches
- (2) Duplex Racor Fuel Water Separator
- Trim Tabs w/ Indicators
- Initial Engine Break-In Procedures

ACCOMMODATIONS

- Full cabin w/ Custom open Back and Forward V-Berth
- Port Side Helm
- Port and Starboard extra-large sliding side doors with sliding windows
- All glass fritted and frameless glass
- Overhead spotter windows (Fritted and frameless)

- Large Dash with Overhead Radio Pod
- (6) Overhead red/white cabin lights
- (4) Cabin fans
- Safety grab rails in cabin
 - Layout to be confirmed during design Phase
- Include detachable lanyard lines at aft deck between gunnel and tow post
- Stainless Steering Wheel
- (3) HD Shock Mitigating Seats
 - Installed on Seat/Storage Boxes
 - Operator
 - Navigator
 - Comms/Officer Station
- (1) Bench Seat
 - Starboard w/ Storage
- Workstation/Desk
 - Port Side aft of operator
- Enclosed Bow w/ Standard Overhead Hatch
- Storage Provisions in Bow Berth
- Berth to include Bench w/ (4) SCBA storage built into seat backrest for quick action access or usage of backrest without removing SCBA
- Aft Cabin Rolldown enclosure
- Anti-fatigue cabin flooring
- Acoustic noise reduction materials to be used in roof and side walls
- Self-parking Windshield Wipers and washers
- Folding radar arch

COATINGS & MARKINGS

- Hull/Top Sides, and Cabin Paint
 - Colors RED
- Non-skid where SeaDeck not applied
- SeaDeck
 - Swim Platform
 - Aft Deck
 - Color of Choice
- Anti-Fouling Bottom Paint
 - Black
- Vinyl Hull Side Lettering and Striping
- Complete Placard Label Kit for vessel accessories and Options

HULL FENDERING SYSTEM

- Heavy Duty sheath-wrapped foam Wing collar
 - Solid Foam
 - No Backing Bladder or Backing Pipe
 - Foam Insert must maintain its own shape and keep outer sheath tight
- Bolt rope style attachment system
- Black Rub strake
- Anti-fouling paint preparation behind collar
- Custom Color choices & UV protection
 - Collar Color at Sheriff's discretion W/ BLACK STRAKE

HULL AND DECK FEATURES AND ACCESSORIES

- Low level Courtesy Lights
 - Exterior
 - Gunnel Lights
 - Aft Deck
 - Swim Platform
- Oversized cable raceway w/ pull cords
- Foam Flotation Below Decks where Applicable
- Bow Anchor Locker
- Stainless Steel Hardware and Latches
 - Isolated using tef-gel and isolating inserts
- Self-bailing deck w/ Guttered Hatch Drains
- (3) Fire Extinguishers
- (8) cast welded aluminum cleats 10"
- Bow bitt
- Anodes
- (3) 3700 Bilge pumps
- Removable Flag Mast w/ Storage
- Full Width Swim Platform
 - 12" from Waterline or closer
 - Includes Rub Rail along edges
- Dive Ladder for use on Swim Platform
- Tow post
 - Aluminum w/ Aluminum Cross Pin
- Custom Grab Rail package
 - Layout to be confirmed during design Phase
- Towline reel w/ 150' Braided Towline
- Bow Push Knee
 - Rubber Strakes
 - Integrated to vessel and collar
 - Push knee must be box design
 - Collar to terminate on either side of push knee box
- Fire Suppression System – Engine Room
 - Includes Alarm, Automated response, back up manual release, and override
- FLOCS Pump System for Engines and Transmissions
- Bilge Alarm
- Raw Water Washdown
- Fresh Water Washdown w/ Tank
- (3) Pair Hull Strakes
- Safety Line Lanyard Chains (Aft Deck w/ Snap Clips)
- Aft Deck Hatch Package
- Keel Beaching Plate
- Anchor Package
- Manual Bilge pump
- (8) Dive Tank Holders

ELECTRICAL AND LIGHTING

- Battery system - isolated battery banks
- Optima Blue Top Batteries

- (2) Light bar – Mini Edge 21.5”
 - LED
 - Color at Sheriff’s discretion
- (4) Flush Mount LED Emergency Light Beacons
 - (2) Aft Facing on mast
 - Color at Sheriff’s discretion
 - (2) Facing Outward on Mast
 - Color at Sheriff’s discretion
- (6) 12 Volt receptacle
- Electronics Distribution Panels
- Custom Blue Seas Breaker System or Equal Designed Specifically for this platform by use of an ELA w/ Full Wiring Package
 - All wiring custom made
 - All wiring to have fully terminated terminals with heat shrink labels on both ends
 - All wiring to have minimum of 1” service loop on both ends
 - Galvanic Isolator
- Dimmer Switch Panel Lights & Compass
- Upgraded Cockpit Lighting
- (4) LED Spot/Flood Lights – Rigid 10”
- LED navigation lights
- (2) Spotlight w/ Remote Control – ACR RCL100LED
- (4) 110V outlets
- Shore power & battery charger, w/ 25’
 - 30 or 50 AMP
 - Location: Port Side
- Webasto Heater w/ Defrost Vents
- Inverter Package – 2000Watt

ELECTRONICS & NAVIGATION

- SIMRAD Package: (2) 12” EVO3s MFD Displays, Halo20+ Dome Radar, GPS Antenna, Heading Sensor and Airmar SS75H CHIRP Transducer.
- (2) VHF Radio – ICOM510 VHF, CT-M500 interface and Shakespeare 5400-XT Antenna
- Compass, Upgraded Dimmable – Ritchie Navigator or Equivalent
- Install department supplied radio and antenna
 - Radios and Antenna will be supplied
 - Model to be confirmed
- Siren and Loudhailer Package
- Direction Finder
- EPIRB
- (4) David Clark Wireless Headset H9940 with New Digital System-CrewComms
- AIS:ICOM MA-510TR

FIREFIGHTING

- (1) 1000GPM Darley Fire Pumps w/ KEM Pump Engine
 - Fully Plumbed Sea Chests
 - Electric Primer
 - NFPA Aluminum Piping
 - Manifold Main
 - Electrically Controlled valves

- Fresh Water Flush System for pump and all piping
- (1) Remote Operated Monitor
- (1) 5" Storz Hydrant Outlet
- (2) 2.5" Outlets
- (1) 40 Gallon Foam Tank w/ Eductor Nozzle
- De-watering Package
- Pump Control System Located in Cabin at Navigator Position
- (3) 1.5" x 50' Double Jacket Fire Hose - All Polyester Rubber Lined w/ Brass rocker lug couplings
- 3) 1.5" x 25' Double Jacket Fire Hose - All Polyester Rubber Lined w/ Brass rocker lug couplings
- (2) 1.5" x 15' Double Jacket Fire Hose - All Polyester Rubber Lined w/ Brass rocker lug couplings
- (3) 3" x 50' Double Jacket Fire Hose - All Polyester Rubber Lined w/ Brass rocker lug couplings
- (2) 1.5" Elkhart Brass Marine pistol grip
- (2) 1.5" Elkhart Brass Marine standard nozzle
- (1) Navy 4 AN, 1.5" fog nozzle (Elkhart)
- (1) 4' Coast Guard fog rod 1.5" with 60-degree bend (stainless)

SAFETY AND RESCUE

- (4) Scott Air Pack 75 (p/n X3214022200302) Alum. Back frame w/4500 psi regulator
- (8) Scott 45-minute carbon fiber air cylinder (p/n 804722-01)
- (4) Scott Hard carrying case (p/n 804497-01)
- Leatherhead Tools / Leatherhead Irons (30 in. Halligan Hux Bar and Flat Head Axe 8 lbs - Red)
- (2) Fire Nozzle Spanner Wrench
- Fire Hydrant Wrench
- Bolt Cutter (24 inch) - Klein Tools
- (2) 20 lbs. Purple K Fire Extinguisher (PKP)
- Angus Fire Hi-Combat Medium Expansion Foam Branchpipe w/ pistol grip shut off
- Angus Fire Hi-Combat Low Expansion Foam Branchpipe
- Cable cutter (24 Inch) - Klein Tools
- Channel Lock Pliers (4.5-inch opening)
- Mustang Survival 75' rescue throw bag (Mfg. # MRD175)
- (8) Mustang RATIO SOF LPU with Hammar electronic inflator Inflatable Life Jacket (Mfg# MD1500)- Black
- (3) Type I Adult PFD Life Jackets (West Marine) (Model # 14001853)
- (10) Type II Adult PFD Life Jackets (West Marine) (Model # 112458)
- (2) Type III Adult PFD Life Jackets (West Marine) (Model # 14001887)
- Type IV Throwable PFD (West Marine) (Model # 15484728) (Blue)
- Rescue Tube w/ brass clip (Red plane) (Marine Rescue Products)
- Infant PFD (0 to 50 lbs.) (West Marine # 14897268)
- Child PFD (30 to 50 lbs.) (West Marine # 14897276)
- Youth PFD (50 to 90 lbs.) (West Marine # 14897284)
- Jim-Bouy Trip-Line Anchor Marker
- Yakgear 3.3 lb Grapnel kit (Mfg. #AB3)
- ACR Electronics Global Fix Automatic Release EPIRB (Mfg. # 2846.0)
- AED - Phillips HeartStart OnSite (w/ extra battery)
- Blac-Rac Marine weapon mount (Marinus)

WARRANTY

- 15-year hull and structure
- 1 year bow to stern

- Warranty response provided within 24 hours
- All warranty costs for parts, labor, and transportation to be covered by vendor
- Full Warranty Statement must be included with proposal

2. **DELIVERY AND SEA TRIALS**

- Delivered to Orange County, CA Sheriff Location within 365 days of execution of this agreement
- Boat Information and Manuals Package
- Training as Defined within Specification

Delivery Location:

Orange County Sherrif-Coroner – Harbor Patrol Division
1901 Bayside Drive
Corona del Mar, CA 92625
Attn: Sgt. Jeffry Tucker
949-723-1004

CONTRACTOR shall contact Sgt. Tucker to schedule delivery.

ATTACHMENT B
Compensation and Pricing Provisions

1. Compensation: This is a firm-fixed fee Contract between the County and Contractor for 35' Aluminum Fireboat as set forth in Attachment A, "Scope of Work".

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C. Amendments of the County Contract Terms and Conditions.

2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

<u>PART NUMBER</u>	<u>BASE BOAT SPECIFICATIONS</u>	<u>QTY PER BOAT</u>	<u>UNIT PRICE</u>	<u>TOTAL*</u>
26 Relentless	Welded Aluminum Collared Center Console Patrol Monohull. Length:26' (7.9m), Beam: 8' 6" (2.6m), Draft: 24 inches (60.9cm).	1	\$265,972.52	\$260,653.07
	<u>PROPULSION</u>			
CUSTOM PROPULSION	Twin Inboard Gasoline Engines, Transmissions, Shafts, Propellers, and Rudders	1	\$449,801.26	\$440,805.23
ENGRPRERIG-DIGITAL	Engine pre-rigging & install (per engine)	2	\$4,681.81	\$9,176.34
DIGITAL-TWIN	Digital gauge package – twin engines	1	\$1,978.87	\$1,939.29
PUMP-ST	Steering pump	2	\$895.00	\$1,754.20
RACOR-UPGR	Racor fuel water separator upgrade (EA) – duplex arrangement	4	\$231.98	\$909.36
THROTTLE CONTROLS	Electronic throttle control system, includes rigging	1	\$10,426.28	\$10,217.75
NGBREAKIN-L2	Engine Break In Procedure – level 2	2	\$1,653.16	\$3,240.19
TRIM TAB	Trim tabs	2	\$1,315.73	\$2,578.83
TRIM TAB-LED	Trim tab indicators for electric trim tabs – LED	1	\$478.02	\$468.46
STEERING	Tilt hydraulic steering – port side helm	1	\$190.97	\$187.15
NG DIAGNOSTICS	Engine Diagnostic Equipment & Software	1	\$8,905.51	\$8,727.40
	<u>ACCOMMODATIONS</u>			
CUSTOM ARMAMENT	Customized Armament – Built in SCBA Holder	4	\$329.00	\$1,289.68
CABIN FLOORING XL	Rubber Cabin Flooring-Extra Large	1	\$2,381.22	\$2,333.59
CABIN-FC	Full Cabin Enclosure – ¾ Cabin (open aft)	1	\$88,939.09	\$87,160.31
COLLAR XL	Foam Collar- Extra Large	1	\$23,347.96	\$22,881.00
CANVAS-FULL	Center Console Canvas Enclosure – zip-away aft cabin Isenglass enclosure w/canvas cover for docking/storage	1	\$4,666.44	\$4,573.11

SEATS-SHOCK ADDL	Heavy Duty Shock Mitigating Seating (Ea)	3	\$7,324.99	\$21,535.48
SEATS-BENCH	Bench Seating (In Cabin)	1	\$1,111.88	\$1,089.64
CHARTTABLE	Chart Table - Fixed	1	\$2,451.00	\$2,401.98
NOISE REDUCTION	Accoustic Noise Reduction For Cabin	1	\$5,890.00	\$5,772.20
	<u>COATINGS & MARKINGS</u>			
BOTPNT-XL	Bottom Paint – Extra Large	1	\$17,905.00	\$17,546.90
DECK-NOSKID-XS/SM	Safety-Walk Non-Skid (X-Small/Small)	1	\$3,837.07	\$3,760.33
URETHANE PAINT-SM	Urethane Paint (Single Color) – Small – Red Hull And Cabin	1	\$8,918.40	\$8,740.03
URETHANE PAINT-XS	Urethane Paint (Single Color) - Extra Small – Grey Cabin Roof And Decks	1	\$4,585.73	\$4,494.02
SEA DECK L/XL	Sea Deck Hexagonal Pattern L/Xl	1	\$17,351.96	\$17,004.92
HULL-2-VINYL	Hull Slash - Up To Two Colors - Vinyl	1	\$554.18	\$543.10
LTR-HULL	Vinyl Hull Lettering (Per Side)	2	\$741.64	\$1,453.61
	<u>COMMERCIAL/HEAVY DUTY</u>			
ARCH-4	Folding Arch 4	1	\$3,064.97	\$3,003.67
RUBRAIL	Mechanically Fastened Rubrail – Swim Platform protection	1	\$3,934.31	\$3,855.62
BOW RAIL	Bow Rails - Low Pattern (Pair)	1	\$398.35	\$390.38
GRABRAIL-HD	Grabrail Package - Heavy Duty – Exterior rails package	2	\$1,677.77	\$3,288.43
GRABRAIL-BASIC	Basic Grabrail Package – Interior rails package	1	\$803.74	\$787.66
RECESS BOW	Forward Recessed Bow Option – Custom 36” bow hatch	1	\$3,210.24	\$3,146.04
TOWLINE REEL	Towline reel w/cover	1	\$1,166.94	\$1,143.60
ENGBAR	Engine protection bar – removable	1	\$1,279.41	\$1,253.82
ARCH-1	Folding Arch 1	1	\$1,254.81	\$1,229.71
COLLAR SMALL	Collar – Small (w/Freeboard cutouts)	1	\$12,429.75	\$12,181.15
TIE DOWN	Tie Down – recessed (EA)	4	\$119.51	\$468.47
REMLADDER-S/M	Removeable Dive Ladder For Dive Door -	1	\$1,137.65	\$1,114.90
TOW POST - XL	Tow Post -X Large	1	\$4,127.62	\$4,045.07
TOWLINE REEL	Towline Reel With Cover	1	\$1,166.94	\$1,143.60
PUSH KNEE M/L	Bow Push Knee W/Strakes M/L	1	\$5,379.70	\$5,272.11
FIRE SUPPRESS-LG	Fire Suppression System - Large	1	\$7,253.94	\$7,108.86
FLOCS-SM	Flocs - Small	1	\$4,630.96	\$4,538.35
BILGE ALARM	Bilge Alarm	1	\$480.72	\$471.10
WASHDOWN RW	Washdown - Raw Water	1	\$413.59	\$405.31
WASHDOWN FW	Washdown - Fresh Water	1	\$670.17	\$656.76
STRAKES	Rub Strakes - (1 Per Side) - Pair	3	\$796.70	\$2,342.29

BEAPLATE	Aluminum Beaching Plate	1	\$1,137.65	\$1,114.90
	<u>DOCUMENTATION</u>			
LABEL KIT 2	Labeling kit – L2	1	\$1,978.87	\$1,939.29
DRAWINGS	Manual, Drawings & Parts List Package – Include custom design fee	1	\$15,808.71	\$15,492.53
	<u>ELECTRICAL AND LIGHTING</u>			
FIVEBAT	FIVE BATTERY SYSTEM w/ isolator	1	\$4,593.95	\$4,502.07
OPTIMA BATT	Optima Blue Top Battery	7	\$268.30	\$1,840.56
BREAKER UPG	BREAKER / BREAKER PANEL UPGRADE	2	\$2,015.19	\$3,949.78
DIST PANEL	ELECTRONICS DISTRIBUTION PANEL	2	\$526.06	\$1,031.07
DIM SWITCH	DIMMER SWITCH PANEL LIGHTS & COMPASS	1	\$133.57	\$130.90
SHORE POWER-UPG	Upgraded Shore Power & Charger w/ cord	1	\$2,317.47	\$2,271.12
POWER	AC/DC POWER SUPPLY	1	\$3,282.89	\$3,217.23
WIRING-BATUPG-MD	WIRING PACKAGE UPGRADE - MED	1	\$20,756.48	\$20,341.35
SPOTLT 1000	LIGHT -REMOTE SPOT ACR RCL-1000 (OR EQUIV)	2	\$2,256.55	\$4,422.84
RIGID10FLOOD	RIGID INDUSTRIED 10' SPOT/FLOOD	4	\$753.96	\$2,955.53
OUTLET-USB/12V COMBO	12V USB OUTLET COMBO	6	\$109.03	\$641.07
OUTLET-110V	110V GFI receptacle	4	\$216.76	\$849.68
HEATER-D	ESPAR OR EQUAL DIESEL HEATER	1	\$6,179.14	\$6,055.56
LIGHT-MINI 21	LIGHT - MINI FREEDOM LED 21.5"	2	\$1,096.91	\$2,149.95
LIGHT LE - FLUSHMT	Flush Mount LE Light (whelen of Equivalent) - LED	4	\$480.72	\$1,884.42
	<u>ELECTRONICS & NAVIGATION</u>			
COMPASS	Compass, (Upgrade) Dimmable - Ritchie Navigator	1	\$575.27	\$563.76
GARMIN NAVPKG	Garmin Electronics Package – Simrad Electronics Package (1) 12" MFD Display, Radar Dome, Gps, Basic Sonar And Transducers	1	\$14,722.62	\$14,428.17
SOUNDER	Network Sounder (Furuno Or Equiv)	1	\$1,908.59	\$1,870.42
TRANSDUCER	Transducer (Furuno Or Equiv) - Upgraded	2	\$1,249.65	\$2,449.31
MFD-M	12" Or Equal Slave MFD – Add'l 12" MFD Display	2	\$4,656.45	\$9,126.64
AIS ADVANCED	Advanced Class AIS	1	\$3,249.08	\$3,184.10
LH/SIREN	Loudhailer/Siren - (Whelen Or Equivalent)	1	\$1,148.19	\$1,125.22
VHF-ICOM/HOR	Vhf Radio-Horizon/Icom Or Equivalent)	2	\$1,243.10	\$2,436.47
EPIRB	Epirb (Acr Globalfix)	1	\$1,677.77	\$1,644.21
CREWCOMMS	Intercom System- Multistation W/Headsets	1	\$22,928.67	\$22,470.10
FLIRM400XR	Flirm400xr	1	\$93,724.43	\$91,849.94
CUSTOM ELECTRONICS	Customized Electronics – RDF Taiyo Direction Finder	1	\$5,290.00	\$5,184.20
E/N-CFE	Install Furnished Equipment (Per Hr.) – Install Department Supplied Radios	8	\$185.81	\$1,456.78
	<u>FIRE FIGHTING</u>			
1000GPM	Darley Package - Engine, Pump w/ Sea Chest, Wet Exhaust, Blower, Manual Monitor, (2)	1	\$75,933.12	\$74,414.45

	handline Outlets, Electric Primer, Remote Control Panel Flush Attachment			
MONITOR-REMOTE - S	Wired or RF Remote Under 1250GPM	1	\$9,758.10	\$9,562.94
HARD PLUMBING	Hard Plumbing Upgrade – Includes 5” Storz	1	\$19,502.29	\$19,112.24
MANIFOLD-DUAL	Dual outlet manifold	1	\$4,873.12	\$4,775.66
FOAM EDUCTOR L2	Nozzel Eductor Eprgrade L/XL	1	\$9,086.91	\$8,905.17
FIREPUMP-CUSTOM	Custome Fire Pump Package – Dewatering Package	1	\$8,295.00	\$8,129.10
	<u>OUTFITTING & EQUIPMENT</u>			
COMM KIT	Commissioning Kit – Basic Anchor Package	1	\$1,115.39	\$1,093.08
FIRE EXT-M/L	Fire Extinguisher Medium/Large	3	\$234.33	\$688.93
CLEATS-PR	Deck Cleats - Extra Pair	1	\$132.40	\$129.75
ENSIGN STAFF	Ensign Staff, Removable W/Socket	1	\$186.29	\$182.57
TOW LINE-M/L	Tow Line - Medium/Large	1	\$769.76	\$754.37
DIVE TANK HOLDER	Dive Tank Holder - Folding (Each)	8	\$97.10	\$761.29
BILGE PUMP	Manual Bilge Pump With Bracket	1	\$412.41	\$404.16
	<u>PACKAGING & DELIVERY</u>			
TRANSHIELD – M/L	Transhield wrap Medium/Large	1	\$838.04	\$821.28
CUSTOMER DELIVERY	Delivery To Customer Location	1	\$18,995.00	\$18,615.10
Taxable Subtotal per Boat				\$1,346,300.22
Sales Tax per Boat				\$105,490.17
Packaging & Delivery				\$19,436.38
Contract Amount Shall Not Exceed				\$1,471,226.77

*Pricing includes 2% discount

3. Firm Discount and Pricing Structure: Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract.
4. Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
5. Payment Terms: Contract shall submit an invoice consistent with Section 7 with the boat delivery to to the user agency/department to the ship-to address. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

6. Taxpayer ID Number: The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
7. Payment – Invoicing Instructions: The Contractor will provide an invoice on the Contractor’s letterhead for goods delivered and/or services rendered. Each invoice will have a number and will include the following information:
 - a. Contractor’s name and address
 - b. Contractor’s remittance address, if different from 1 above
 - c. Contractor’s Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address
 - f. Master Agreement (MA) or Purchase Order (PO) number
 - g. Agency/Department’s Account Number
 - h. Date of invoice
 - i. Product/service description, quantity, and prices
 - j. Sales tax, if applicable
 - k. Freight/delivery charges, if applicable
 - l. Total

Invoice and support documentation are to be forwarded to:

Sheriff-Coroner Department – Harbor Patrol Division
 1901 Bayside Drive
 Corona del Mar, CA 92625
 Attn: Sgt. Jeffrey Tucker

9. Payment (Electronic Funds Transfer (EFT))

The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the assigned Deputy Purchasing Agent. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.
10. Year End and Final Invoices

At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30th, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90th) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year’s Day, Martin Luther King Day, President Lincoln’s Birthday, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Contractor’s failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.

COUNTY OF ORANGE
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Application or Solicitation Number: PO-060-23010911
Application or Solicitation Title: 35' Aluminum Fireboat

Was a campaign contribution, regardless of the dollar amount, made to any member of the Orange County Board of Supervisors or to any County Agency Officer on or after January 1, 2023, by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes ___ No X

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is the Contributor:

- o The Applicant Yes ___ No ___
o Subcontractor Yes ___ No ___
o The Applicant's agent/ or lobbyist Yes ___ No ___

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Board of Supervisors Member(s) and County Agency Officer(s) to whom you, your subcontractors, and/or agent/lobbyist made campaign contributions on or after January 1, 2023, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board of Supervisors Member or County Agency Officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

(Please add an additional sheet(s) to identify additional Board Members or County Agency Officer to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Board Members or County Agency Officers by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

April 3, 2023
Date

[Signature]
Signature of Applicant

Gravois Aluminum Boats, LLC DBA Metal Shark
Print Firm Name, if applicable

Dean Jones
Print Name of Applicant

**ORANGE COUNTY BOARD OF SUPERVISORS
AND COUNTY AGENCY OFFICERS**

Board of Supervisors

Donald P. Wagner, Chairman, Third District

Andrew Do, Vice Chairman, First District

Vicente Sarmiento, Second District

Doug Chaffee, Fourth District

Katrina Foley, Fifth District

County Agency Officers

Claude Parrish, Assessor

Andrew Hamilton, Auditor-Controller

Hugh Nguyen, Clerk-Recorder

Todd Spitzer, District Attorney-Public Administrator

Don Barnes, Sheriff-Coroner

Shari L. Freidenrich, Treasurer-Tax Collector