

OFFICE OF THE CITY ATTORNEY  
DAWN MCINTOSH, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802

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CONTRACT  
**36584**

THIS CONTRACT is made and entered, as of April 19, 2023 for reference purposes only, pursuant to Resolution No. RES-23-0047, adopted by the City Council of the City of Long Beach at its meeting on April 4, 2023, by and between ELASTEC, INC., a Delaware corporation ("Seller"), with a place of business at 1309 West Main Street, Carmi, Illinois, 62821, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, the City desire to purchase of an Elastec E30 Work Boat, with trailer and other accessories for the Parks, Recreation and Marine Department; and

WHEREAS, City did by Resolution No. RES-23-0047 determine that the City's need to purchase an Elastec Work Boat could only be met by Seller and, by reason of the foregoing, no useful purpose would be served by advertising for bids to purchase an Elastec Work Boat, and to do so would constitute an idle and useless act and an unnecessary expenditure of public funds;

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1. The Boat. Seller shall sell, furnish and deliver to City an Elastec E30 Work boat ("Boat"), description attached hereto as Exhibit "A" and incorporated herein by reference, as authorized by Resolution No. RES-23-0047. Seller warrants that Seller owns the Boat and has the right to transfer title of the Boat to City; Seller shall defend, indemnify and hold City harmless from any breach of this warranty. City shall be entitled to all warranties provided by the manufacturer of the Boat. In consideration of City's payment hereunder, Seller shall provide the Boat.

2. Purchase Price. The total amount of this Agreement shall not exceed the sum of Four Hundred Sixteen Thousand, Nine Hundred Thirty-Four Dollars (\$416,934), including taxes and fees, as identified in Exhibit "A", incorporated herein by this reference. Payment for the Boat shall be made by the City with a one-time purchase payment. Payment is due thirty (30) days after receipt of the invoice.

1 the City, Seller shall provide any documentation or certification related to such tests,  
2 certifications or licensing.

3 9. Miscellaneous.

4 A. In connection with performance of this Agreement and federal  
5 laws, rules and regulations, Seller shall not discriminate in employment or in the  
6 performance of this Agreement on the basis of race, religion, national origin, color,  
7 age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or  
8 disability.

9 B. This Agreement was created as a joint effort of both parties and  
10 neither it nor any part of it shall be construed against one party as the drafter.

11 C. This Agreement, including Exhibits, shall not be amended, nor  
12 any provision or breach hereof waived except in a writing signed by the parties which  
13 expressly refers to this Agreement.

14 D. This Agreement shall be governed by and construed pursuant  
15 to the laws of the State of California (except those provisions of California law  
16 pertaining to conflicts of laws). Any action involving this Agreement shall be brought  
17 in the Los Angeles County Superior Court, Long Beach Judicial District.

18 E. This Agreement, including Exhibits, constitutes the entire  
19 understanding between the parties and supersedes all other agreements, oral or  
20 written, or preprinted terms and conditions of the Purchase Order to the extent they  
21 are inconsistent with this Agreement, with respect to the subject matter herein.

22 F. In the event of any conflict or ambiguity between this  
23 Agreement and any Exhibit, the provisions of this Agreement shall govern.

24 G. If there is any legal proceeding between the parties to enforce  
25 or interpret this Agreement or to protect or establish any rights or remedies  
26 hereunder, the prevailing party shall be entitled to its costs and expenses, including  
27 reasonable attorney's fees.

28 H. The acceptance of any services or the payment of any money

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IN WITNESS WHEREOF, the parties have signed this document with all the formalities required by law as of the date first stated above.

ELASTECH, INC., a Delaware corporation

05/08/2023, 2023

By [Signature]  
Name MARK HILLIARD  
Title CEO

05/08/, 2023

By [Signature]  
Name JEFFRY H. BOHLER  
Title CFO

"Seller"

CITY OF LONG BEACH, a municipal corporation

May 30, 2023

By [Signature]  
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Contract is approved as to form on May 18, 2023.

DAWN MCINTOSH, City Attorney

By [Signature]  
Deputy

OFFICE OF THE CITY ATTORNEY  
DAWN MCINTOSH, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802

STATE OF ILLINOIS

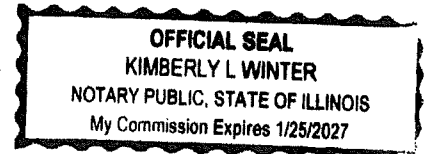
ss.

COUNTY OF WHITE

I Kimberly L Winter, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that Mark Hilliard CEO & Jeff Bohleber CFO of ELASTEC INC personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument as his free and voluntary act.

GIVEN under my hand and notary seal this 8<sup>th</sup> day of May A.D. 2023.

Kimberly L Winter  
Notary Public

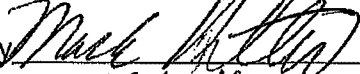


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ELASTEC, INC., a Delaware corporation

05/08, 2023

By   
Name MARK HILLIARD  
Title CEO

05/08, 2023

By   
Name JERRY H. BAHLEBER  
Title CFO

"Seller"

CITY OF LONG BEACH, a municipal corporation

May 30, 2023


By   
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

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DAWN MCINTOSH, City Attorney

By   
Deputy

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Long Beach, CA 90802

STATE OF ILLINOIS

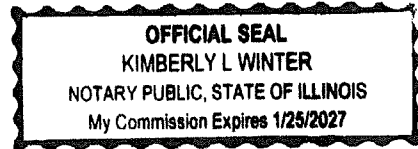
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COUNTY OF WHITE

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GIVEN under my hand and notary seal this 8th day of May A.D. 2023.

Kimberly L Winter  
Notary Public



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# EXHIBIT “A”



926 County Road 1350 N, Carmi, IL 62821, USA  
Tel: +1 (618) 382 2525 Fax: +1 (618) 382 3610  
Email: [elastec@elastec.com](mailto:elastec@elastec.com)  
[www.elastec.com](http://www.elastec.com)

January 13, 2023

Juan Mercado  
City of Long Beach  
2600 Temple Ave  
Long Beach, CA 90806  
United States

Dear Mr. Mercado,

This letter is to confirm that the Catamaran A-frame Style boat is a one of a kind; custom built boat that will be a sole source product manufactured and sold exclusively By Elastec Incorporated. No division or any other company makes a similar competing Bow A-frame Catamaran Hull Style Work Boat.

Sincerely,

A handwritten signature in cursive script that reads "Brian Koontz".

Brian Koontz  
Industrial Sales Representative





**QUOTATION**

Elastec Inc  
 1309 West Main Street, Carmi, Illinois, 62821. USA  
 Phone: +1 618-382-2525  
 Fax: +1 618-382-3610  
**Brian Koontz**  
**bkoontz@elastec.com**

Juan Mercado  
**City of Long Beach**  
 2600 Temple Ave  
 Long Beach, CA 90806  
 United States

**Phone :** 5625705000  
**Fax :**

Here is the quote you requested.

**Quote Number :** ELAQ49431-01  
**Date :** 12/15/22  
**Quote Valid Until :** 1/5/2023  
**Payment Terms :** TBD  
**Shipping Method :** Interstate Haulers  
**Shipping Terms :** Prepay/Add

**Ship To :** Juan Mercado  
**City of Long Beach**  
 2600 Temple Ave  
 Long Beach, CA 90806  
 United States

**Phone :** 5625705000  
**Fax :**

Line	Qty	Part #	Description	Unit Price	Extended Price
1	1			\$367,363.76	\$367,363.76
2		E30 ELASTEC	E30 Tunnel Hull A-Frame (Basic Boat)  Elastec Multipurpose Landing Craft boats are designed for optimum work/deployment operations. The forward cargo door allows for quick loading of equipment and allows unobstructed access to equipment on water surface. The minimal draft grants approach to shallow areas. Length: 31 Feet 6 inch / 9.6m Beam: 10 Feet 4 inch / 3.15 m Cargo Door: 72 inch / 1.82 m Max Cargo: 8000 lbs / 3629 kg Note: Length does not include push knees, outboard or stern platform.  Aluminum construction 5086 alloy .25inch (6,25mm bottom Aluminum construction 5052 alloy .190 inch (4.83mm) sides 110 Gallon built in aluminum fuel tank Non-Skid Striped Decking Dual Bow eye and transom tie downs Below deck, built in aluminum fuel tank Welded Deck Cleats Ritchie Navigation Compass Master battery switch Zinc Anode protection throughout Water Resistant Circuit Breaker Panels 12 volt DC electrical dual battery system (batteries not included) Navigation Lights (USCG) Horn  Note: Elastec manufactures boats for commercial applications, they do not meet USCG regulations for recreational boats.		
3		OCONWLH00 803	CONSOLE with 3/4 WHEELHOUSE (Windows) Console surrounded by three sided wheelhouse with forward negative tilt forward tempered glass window for glare and weather protection, side windows also made from tempered		

For additional information visit our website: [www.elastec.com](http://www.elastec.com)

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Line	Qty	Part #	Description	Unit Price	Extended Price
			glass.		
4		HYD A-Frame	Hyd a-Frame With Manual Override.		
5		HYD BOW DOOR	Hyd Bow Door With Manual Override.		
6		Winch Post	Double Winch (CAPSTAN) Post		
7		Warn Winch	(2) WINCH -WARN Winch		
8					
9		Dock Bumper	(8) Dock Bumper: 10 in Overall Ht, 98 in Overall Wd, 4 1/2 in Overall Dp, Bolt On Mounting		
10		Dock Bumper	(6) Dock Bumper: 10 in Overall Ht, 38 in Overall Wd, 4 1/2 in Overall Dp, Bolt On Mounting		
11		Cleats	(2) Cleats at Bow next or on A-Frame		
12		Hand Rails (Fixed)	Fixed Hand Rails (Cabin Area)		
13		Hand Rails (Removable)	Hand Rails (Removable) Work Area Port, Starboard, and Bow railing.		
14		Mounts	Transponder and Speedo Mount		
15		OWIPEWI00800	WINDSHIELD WIPER 12 volt waterproof, sealed, heavy-duty, single speed motor; max. current draw is 5 amps, 14 inch SS, multi-support, curved blade, stainless steel arm, Adjustable right or left self-parking		
16		4SEATTLE80000	SEAT SINGLE PILOT/ LEANING POST		
17		NON-SKID PAINTED DECK	(28) NON-SKID PAINTED DECK (Per Foot) Non-skid application also resistant to UV, Oil, abrasion, and flammability		
18		ANTIFOUL	(28) ANTI-FOULING PAINT applied to hull. Price per ft		
19		OGUAROB	OUTBOARD MOTOR / STERN GUARD WITH STEP PLATFORM (TWIN MOTOR) Aluminum motor guard with non-skid step platform excellent motor /transom accessibility.		
20		4LIGHFL80000	(2) LED FLOOD DECK LIGHTS (2 lights) Lamps are LED completely weatherproof, sealed against moisture, and the mounting hardware is stainless steel to prevent rust and corrosion. The housing is shock resistant and can withstand up to 6 Gs vibration.		
21		OLIGHSP00800	REMOTE SPOT LIGHT Wireless remote controlled operation, 370x rotation and 135 deg tilt, 500000 candle power, UV and saltwater resistant		
22		4RADIVH00808	LOWRANCE VHF RADIO VHF with stereo FM radio receiver NMEA 2000 DSC integration,, NAVIGATION to WAYPOINT with transfer capability to chart plotters, 200 waypoints with up to 6 character alpha/numeric naming, Full Class-D or SC-101 automatic distress operation with high-res position polling and group calling via NMEA 2000 output to chart plotters , Channel naming, S.A.M.E. weather alert for country-to-country monitoring with NOAA Wx 1050Hz tone alert, Radio is installed with 8 ft antenna and stainless steel ratcheting mount		
23		4ANTERA00800	Radio ANTENNA 8' VHF SHAKESPEARE High quality single section 8' antenna with brass/copper elements and smooth, high gloss polyurethane finish that won't yellow in sunlight. Chrome plated brass ferrule with 1" #14" threads. Includes 15' RG-58 cable and PL-259 connector.		
24		4EYE-LI00800			

Line	Qty	Part #	Description	Unit Price	Extended Price
			LIFTING EYES Welded lifting eyes for craning vessel onto hauler		
25		4BASEAN008 00	Antenna Base (8' Base only)		
26		Beaching Plate	Beaching Wear Plate		
27		PUSH-KNEE OVERSIZED	PUSH KNEES Oversized Commercial duty push knees, with "D" bumper rub rails and .25" 6063 boxed construction.		
28		4TRAI	E32 GALVANIZED TRAILER Galvanized, Triple axel, hydraulic disc brakes. sure-lube grease system and plug wiring with submersible led lights		
29		Yamaha Twin 250HP	Yamaha Twin 250 HP		
30		Yamaha 250HP	Yamaha 250 HP (Spare)		
31					
32			<b>Payment Terms 50% down and 50% To Ship</b>		
33			<b>Lead time will be about 10 to 11 months ARO (Motor availability could extend lead time)</b>		
34			<b>Freight quote is valid for 30 day, subject to re-evaluation</b>		

Terms: Prepayment unless otherwise specified. Visa, MasterCard and American Express accepted  
(3% charge will apply to all transactions over \$6,000)  
Shipping Terms: Ex-works unless otherwise specified

Shipping charges are estimates only, they are subject to change with the addition of the  
following but are not limited to: Appointment, Call Ahead, Driver Detention or Assistance,  
Liftgate, Reconsignment, Redelivery, Residential, Secure/Limited Access, Additional  
products added, special requirements added or freight term change.

SubTotal	\$367,363.76
Sales Tax	\$0.00
Shipping	\$10,807.50
<b>Total</b>	<b>\$378,171.26</b>

Please contact me if I can be of further assistance.