

CONTRACT

36368

1  
2  
3 THIS CONTRACT is made and entered, as of August 12, 2022 for reference  
4 purposes only, pursuant to Resolution No. RES-22-0129, adopted by the City Council of  
5 the City of Long Beach at its meeting on August 2, 2022, by and between ELASTEC, INC.,  
6 a Delaware corporation ("Seller"), with a place of business at 1309 West Main Street,  
7 Carmi, Illinois, 62821, and the CITY OF LONG BEACH ("City"), a municipal corporation.

8 WHEREAS, the City desire to purchase of an OMNI Catamaran Boat with  
9 floating trash collection pods, lighting and other accessories for the Parks, Recreation and  
10 Marine Department; and

11 WHEREAS, City did by Resolution No. RES-22-0129 determine that the  
12 City's need to purchase an OMNI Catamaran Boat could only be met by Seller and, by  
13 reason of the foregoing, no useful purpose would be served by advertising for bids to  
14 purchase an OMNI Catamaran Boat, and to do so would constitute an idle and useless act  
15 and an unnecessary expenditure of public funds;

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

18 1. The Boat. Seller shall sell, furnish and deliver to City an OMNI  
19 Catamaran Boat ("Boat"), description attached hereto as Exhibit "A" and incorporated  
20 herein by reference, as authorized by Resolution No. RES-22-0129. Seller warrants that  
21 Seller owns the Boat and has the right to transfer title of the Boat to City; Seller shall defend,  
22 indemnify and hold City harmless from any breach of this warranty. City shall be entitled  
23 to all warranties provided by the manufacturer of the Boat. In consideration of City's  
24 payment hereunder, Seller shall provide the Boat.

25 2. Purchase Price. The total amount of this Agreement shall not exceed  
26 the sum of One Hundred Eighty-Six Thousand, Five Hundred Thirty-One Dollars  
27 (\$186,531), including taxes and fees, as identified in Exhibit "A", incorporated herein by  
28 this reference. Payment for the Boat shall be made by the City with a fifty percent (50%)

1 down payment, and the remaining balance due shall be paid after receipt of the invoice by  
2 the City. Payment is due thirty (30) days after receipt of the invoice.

3 3. Term. The term of this Contract shall commence on August 15, 2022,  
4 and shall terminate at midnight on December 31, 2023, unless sooner terminated by the  
5 completion of the purchase of the Boat.

6 4. Assignment. Seller shall not, except for moneys due and payable  
7 hereunder, assign its rights or delegate its duties hereunder, or any interest herein, or any  
8 portion hereof, without the prior written approval of City. Any attempted assignment or  
9 delegation shall be void, and any assignee or delegate shall acquire no right or interest by  
10 reason of such attempted assignment or delegation. Furthermore, Seller shall not  
11 subcontract any portion of the performance required hereunder without the prior written  
12 approval of City.

13 5. Notice. Any notices required hereunder or desired to be given by either  
14 party shall be in writing and personally delivered or deposited in the U.S. Postal Service,  
15 first class postage prepaid, addressed to Seller at the address stated herein, and to City at  
16 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice  
17 shall be deemed given on the date personal delivery is made or on the date of deposit in  
18 the mail, whichever first occurs.

19 6. Warranty. City shall have the benefit of the manufacturer's warranties  
20 on the Boat.

21 7. Inspection. The Boat sold pursuant to this Agreement shall be subject  
22 to inspection/testing by or at the direction of the City either at the delivery destination or  
23 place of manufacture. In the event the Boat fails to meet or exceed all requirements of this  
24 Invitation, and unless otherwise agreed in advance, the cost of any inspection and/or  
25 testing, shall be borne by the Seller.

26 8. Delivery. The Boat shall be delivered to 590 Queensway Drive, Long  
27 Beach CA, 90802 during City business hours. Title to the Boat, and responsibility and  
28 liability for loss and/or damage in shipping pass to City at the delivery destination after

1 receipt and acceptance have taken place. The execution of all required tests, certifications  
2 and/or licensing, and costs thereof, shall be the responsibility of Seller. Upon request by  
3 the City, Seller shall provide any documentation or certification related to such tests,  
4 certifications or licensing.

5 9. Miscellaneous.

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

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

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

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

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

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

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

1 reasonable attorney's fees.

2 H. The acceptance of any services or the payment of any money  
3 by City shall not operate as a waiver of any provision of this Agreement, or of any  
4 right to damages or indemnity stated herein. The waiver of any breach of this  
5 Agreement shall not constitute a waiver of any other or subsequent breach of this  
6 Agreement.

7 I. Termination of this Agreement shall not affect rights or liabilities  
8 of the parties which accrued prior to termination and shall not extinguish any  
9 warranties.

10 J. Seller shall not use the name of City, its officials or employees  
11 in any advertising or solicitation for business nor as a reference without the prior  
12 written approval of City's City Manager.

13 K. This Agreement is intended by the parties to benefit themselves  
14 only and is not in any way intended or designed to or entered for the purpose of  
15 creating any benefit or right for any person or entity of any kind that is not a party to  
16 this Agreement.

17 L. In performing hereunder, Seller is and shall act as an  
18 independent contractor and neither Seller nor its employees, agents, suppliers or  
19 subcontractors shall act as or be deemed employees, representatives or agents of  
20 City.

21 M. Seller shall comply with all applicable federal, state and local  
22 laws and regulations during performance hereunder.

23 N. The terms and conditions of this Agreement are severable. If  
24 any term or condition is held invalid, void or unenforceable, the remaining terms and  
25 conditions shall be given effect.

26 O. The division of provisions hereof into sections and the captions  
27 on those sections is for convenience only and shall not be considered in construing  
28 this Agreement.

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

3 ELASTEC, INC., a Delaware corporation

4 August 23, 2022  
5 SIGNED BEFORE ME THIS DAY, 8/23/2022  
6 *Megan Goff*

By *Mark Hilliard*  
Name Mark Hilliard  
Title CEO

7 August 24, 2022  
8 SIGNED BEFORE ME THIS DAY, 8/24/2022  
9 *Megan Goff*

By *Jerry H. Bohleber*  
Name JERRY H. BOHLEBER  
Title CFO



“Seller”

11 CITY OF LONG BEACH, a municipal corporation

12 September 8, 2022

By *Sinda J. Jabum*  
City Manager

13 “City” EXECUTED PURSUANT  
14 TO SECTION 301 OF  
15 THE CITY CHARTER.

16 This Contract is approved as to form on September 7<sup>th</sup>, 2022.

17 CHARLES PARKIN, City Attorney

18 By *Ch L*  
19 Deputy  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

**EXHIBIT A**



**QUOTATION**

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

**Quote Number :** ELAQ47310-01  
**Date :** 05/12/22  
**Quote Valid Until :** 7/11/2022  
**Payment Terms :** See Notes  
**Shipping Method :**  
**Shipping Terms :**

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

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

**Phone :** 5625705000  
**Fax :**  
 Here is the quote you requested.

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

Line	Qty	Part #	Description	Unit Price	Extended Price
1	1	0BOATCA230 -02	OMNI CAT - BASIC BOAT - TRAILER - NO MOTOR (Domestic)  The Elastec Omni Cat multi-purpose workboat's unique design allows for a variety of pod systems to be positioned between the hulls of the versatile catamaran to perform a variety of waterway maintenance and marine tasks. The optional interchangeable pods allow for floating trash collection, quay wall and river walk wash down. Sanitation pump out systems, cargo hauling, and A-frame winching capabilities of 1500 lbs. When the deck plates are in place, the Omni Cat becomes a useful platform for conducting maintenance tasks.  Length: 23feet / 7m Beam: 8 ft 3 inch / 2.5 m Draft (lightships) 6in / 15 cm Draft (full) 10in / 25 cm Max Cargo /Payload Capacity 2,202lb / 1,000 kg  Aluminum construction 5052 alloy .190 inch (4.83mm) Hulls Removable deck plates Center console with pivoting metal canopy Hydraulic Steering Crew seating with storage Removable handrails USCG LED navigational lighting Depth Sounder / Water Temp Gauge VHF marine Radio with Weather Channel Horn Deck Flood Light PFD Life Ring Zinc anode protection Push Pole Tread plate decking Welded Deck Cleats Trailer: 5000 lb. Gross Capacity Galvanized Tandem Axle w/Disc brakes, with access ladder.	\$84,580.00	\$84,580.00



QUOTATION

Elastec Inc  
 1309 West Main Street, Cami, Illinois, 62821. USA  
 Phone: +1 618-382-2525  
 Fax: +1 618-382-3610  
**Shon Mosier**  
**smosier@elastec.com**

**Quote Number :** ELAQ47310-01  
**Date :** 05/12/22  
**Quote Valid Until :** 7/11/2022  
**Payment Terms :** See Notes  
**Shipping Method :**  
**Shipping Terms :**

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

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

**Phone :** 5625705000

**Phone :** 5625705000

**Fax :**

**Fax :**

Here is the quote you requested.

Line	Qty	Part #	Description	Unit Price	Extended Price
1	1	0BOATCA230 02	<p>OMNI CAT - BASIC BOAT - TRAILER - NO MOTOR (Domestic)</p> <p>The Elastec Omni Cat multi-purpose workboat's unique design allows for a variety of pod systems to be positioned between the hulls of the versatile catamaran to perform a variety of waterway maintenance and marine tasks. The optional interchangeable pods allow for floating trash collection, quay wall and river walk wash down. Sanitation pump out systems, cargo hauling, and A-frame winching capabilities of 1500 lbs. When the deck plates are in place, the Omni Cat becomes a useful platform for conducting maintenance tasks.</p> <p>Length: 23feet / 7m                      Beam: 8 ft 3 inch / 2.5 m                      Draft (lightships) 6in / 15 cm                      Draft (full) 10in / 25 cm                      Max Cargo /Payload Capacity 2,202lb / 1,000 kg</p> <p>Aluminum construction 5052 alloy .190 inch (4.83mm) Hulls                      Removable deck plates                      Center console with pivoting metal canopy                      Hydraulic Steering                      Crew seating with storage                      Removable handrails                      USCG LED navigational lighting                      Depth Sounder / Water Temp Gauge                      VHF marine Radio with Weather Channel                      Horn                      Deck Flood Light                      PFD Life Ring                      Zinc anode protection                      Push Pole                      Tread plate decking                      Welded Deck Cleats                      Trailer: 5000 lb. Gross Capacity Galvanized Tandem Axel w/Disc brakes, with access ladder.</p>	\$84,580.00	\$84,580.00

## EXHIBIT A

Line	Qty	Part #	Description	Unit Price	Extended Price
			Optional : Outboard, Litter Basket, Cargo Pod, Weed Cutter, A Frame, Pump Out Pod		
2	1	0TRAICA107	OMNI CATAMARAN TRAILER	\$8,845.00	\$8,845.00
			Trailer Catamaran 7.0 m Galvanized (Tandem Axle Disc Brakes, Extended Height Bunk Brackets, Galvanized Trailer) Includes: LED Lights - if available Disc Brakes 10" 2 Axle-TA10540-1 Tongue Jack-TA11884 Winch Stand w/ladder-Standard Spare Tire-TA11207 Spare Tire Mount-TA11191-1		
3			<b>POD Options</b>		
4	1	0POD-BA700	LITTER BASKET POD The 99 cubic ft / 2.8 cubic meter capacity basket collects floating trash and debris and features aluminum locking locating bolts for secure positioning between hulls. The forward gate is operated by the pilot at the console. Safety screens covering the basket are easily manipulated to allow access to the collected litter. A pilot controlled electric winch raises and lowers the forward section of the basket for less drag while underway. A four leg lifting harness is included.	\$11,901.00	\$11,901.00
5	1	0POD-AF700	A FRAME POD The A-frame lifting system with a 1500 lb. mid-ship pull for added stability is ideal for hoisting and inspecting navigational buoy moorings and a multitude of applications that cannot be accomplished with standard craft.  12 volt electric winch included.	\$5,900.00	\$5,900.00
6	1		Wheelhouse	\$18,975.00	\$18,975.00
7	1		Generator and Air Conditioner set up	\$3,115.00	\$3,115.00
8	1	4TOP-BI8002 4	BIMINI TOP for Wide (Grey) (Gray 93"Wx48"Hx96"L)	\$942.00	\$942.00
9	1		Yamaha 50HP Outboard installed	\$23,318.00	\$23,318.00
10			SubTotal		\$157,576.00
11			<b>TERMS: 50% Down and balance Net 30</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.

Please contact me if I can be of further assistance.

SubTotal	\$157,576.00
Sales Tax	\$0.00
Shipping	\$11,613.00
<b>Total</b>	<b>\$169,189.00</b>
Tax at 10.25%	\$ 17,341.87
Total Amount	\$186,530.87