

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

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CONTRACT  
**36100**

THIS CONTRACT is made and entered, in duplicate, as of October 11, 2021 for reference purposes only, pursuant to Resolution No. RES-21-0110, adopted by the City Council of the City of Long Beach at its meeting on September 14, 2021, by and between ELASTEC, INC., a Delaware corporation ("Seller"), with a place of business at 1309 West Main Street, Carmi, Illinois, and the CITY OF LONG BEACH ("City"), a municipal corporation.

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

WHEREAS, City did by Resolution No. RES-21-0110 determine that the City's need to purchase an OMNI Catamaran 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 OMNI Catamaran 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 OMNI Catamaran Boat ("Boat"), description attached hereto as Exhibit "A" and incorporated herein by reference, as authorized by Resolution No. RES-21-0010. 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 sum not to exceed One Hundred Forty-Two Thousand Eight Hundred Thirty-Five Dollars (\$142,835), including taxes and fees, as identified in Exhibit "A", incorporated herein by

1 this reference. Payment for the Boat shall be made by the City after delivery and  
2 acceptance of the Boat and after receipt of the invoice by the City. Payment is due thirty  
3 (30) days after receipt of the invoice.

4           3.     Term. The term of this Contract shall commence on October 1, 2021,  
5 and shall terminate at midnight on April 1, 2023, unless sooner terminated by the  
6 completion of the purchase of the Boat.

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

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

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

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

27           8.     Delivery. The Boat shall be delivered to 590 Queensway Drive, Long  
28 Beach CA, 90802 during City business hours. Title to the Boat, and responsibility and

1 liability for loss and/or damage in shipping pass to City at the delivery destination after  
2 receipt and acceptance have taken place. The execution of all required tests, certifications  
3 and/or licensing, and costs thereof, shall be the responsibility of Seller. Upon request by  
4 the City, Seller shall provide any documentation or certification related to such tests,  
5 certifications or licensing.

6 9. Miscellaneous.

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

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

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

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

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

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

27 G. If there is any legal proceeding between the parties to enforce  
28 or interpret this Agreement or to protect or establish any rights or remedies

1 hereunder, the prevailing party shall be entitled to its costs and expenses, including  
2 reasonable attorney's fees.

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

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

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

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

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

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

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

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

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this Agreement.

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

ELASTEC, INC., a Delaware corporation

10/15/21, 2021

By [Signature]  
Name MARK HILLIARD  
Title CEO

10/15/21, 2021

By [Signature]  
Name Shon Masier  
Title VP Sales

"Seller"

CITY OF LONG BEACH, a municipal corporation

October 29, 2021

By [Signature]  
City Manager  
EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

"City"

This Contract is approved as to form on October 27, 2021.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

EXHIBIT “A”



QUOTATION

Elastec
1309 West Main Street, Carmi, Illinois, 62821. USA
Phone: +1 618-382-2525
Fax: +1 618-382-3610
Shon Mosier

Quote Number : ELAQ30163-09
Date : 07/22/21
Quote Valid Until : 8/22/2021
Payment Terms : See Below
Shipping Method : CH Robinson
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 :

Phone : 5625705000
Fax :

Table with 5 columns: Line, Qty, Part #, Description, Unit Price, Extended Price. Row 1: 1, 1, 0BOATCA700, OMNI CAT - BASIC BOAT - NO MOTOR, \$70,450.00, \$70,450.00

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

Optional : Outboard, Litter Basket, Cargo Pod, Weed Cutter, A

Line	Qty	Part #	Description	Unit Price	Extended Price
2	1	0TRAICA107	Frame, Pump Out Pod Trailer	\$5,500.00	\$5,500.00
3			Trailer: 5000 lb. Gross Capacity Galvanized Tandem Axel w/Disc brakes, with access ladder. <b>POD Options</b>		
4	1	0POD-BA700	OMNI CAT LITTER BASKET POD The 99 cf / 2.8 cm 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.	\$9,300.00	\$9,300.00
5	1	0POD-AF700	A FRAME POD	\$5,000.00	\$5,000.00
6	1		Wheelhouse	\$14,875.00	\$14,875.00
7	1		Generator and Air Conditioner set up	\$2,800.00	\$2,800.00
8	1	OBIMITP0080	RETRACTABLE BIMINI TOP (SUNSHADE) 2 The bimini frame is a knock-down design, Tops are 8' (96") long and 56" tall,	\$895.00	\$895.00
9	1		Yamaha 50HP Outboard installed (2021 model if still available)	\$14,900.00	\$14,900.00
10	1		Shipping for a Omni Cat to be towed.	\$6,592.00	\$6,592.00
11			SubTotal		\$130,312.00
12			<b>Estimated lead time is 12 - 14 weeks for this set up. We will have to start a new build. The outboard may not be available until 1st QTR of 2022 per the local Yamaha dealer / Marina.</b>		
13			<b>Our local Yamaha dealer has single 50hp outboard available at this time but we will require committment from you as we do not normally offer Yamaha's unless requested.</b>		
14	1		Yamaha 50HP Outboard installed (2022 model not available until 1st qrt 2022)	\$16,556.00	\$16,556.00
15			<b>The 2022 price is a 10% increase. Our local marina does not have the Yamaha price list for 2022 yet but they anticipate an 8-10% increase.</b>		
16			<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				SubTotal	\$146,868.00
				Sales Tax	\$0.00
				Shipping	\$0.00
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.				<b>Total</b>	<b>\$146,868.00</b>



**SHIPPING QUOTE:**

7/22/2021

SalesPerson: Shon Mosier

Sales Quote #: ELAQ30163-09

Shipping Warehouse: Carmi

**Domestic Shipments**

Postal Code 90806

Extras \_\_\_\_\_

City Long Beach

**International Shipments**

Port/Terminal Name \_\_\_\_\_

Mode Transport \_\_\_\_\_

Country United States

Inco Term \_\_\_\_\_

Value \$146,868.00

**Quote:**

Ship Method Intersate Haulers

Transit Time (days) 5-7 days

Cost \$6591.20

Quote Validity 30 days

This shipping quote is an estimate only, final packaging may vary ( altering cost)

**Notes:**

373x109x152 @9,000lbs  
Permit needed for width

**Dimensions Used:**

Pulled