

MetalCraft Marine

I N C O R P O R A T E D

June 16, 2022,

Agreement Between
City of Miami Beach, a Florida municipal
corporation (the "City"), on behalf of the
City's Fire Department
2300 Pinetree Drive
Miami Beach, FL 33140

and

Metal Craft Marine Incorporated, a
Canadian corporation (MCM) (Builder)
347 Wellington Street
Kingston, ON K7K 6N7

This is an agreement to enter into a contract for the refit of the City's MetalCraft Marine Firestorm 36 (the "Boat") (the "Agreement"). The Boat's refit shall be constructed in accordance with the terms & conditions included herein. Any modification to this Agreement shall be done in writing with the acknowledgement of both parties on MCM's standard Design Change Form, sample enclosed, subject to review and approval by the City.

ADDITIONAL DETAILS; The parties agree that the Agreement will be subject to the laws of the State of Florida. Exclusive venue of any actions shall be in Miami-Dade County, Florida. The City is entitled to the benefits of sovereign immunity. Each party shall bear their own attorney's fees.

Agreement Inclusions;

- Offer Cover Letter
- Specification
- Design Change Form
- Acceptance Document

Agreement Conditions:

- 1) All construction is to United States Coast Guard (USCG) Code of Federal Regulations (CFR-46), Sub-chapters applicable to Recreational Boating Safety Regulations, and the American Boat & Yachting Council Standards as applicable. Note: For any unknown items that MCM believes should be changed to meet current standards or are limited by size constraints, MCM will contact the City and provide costing & justification on MCM's Design Change Form for approval prior to doing the work. Estimates from suppliers are subject to change upon tear down and inspection of the work.

22620 Fisher Road, Watertown NY, 13601 ♦ 347 Wellington Street Kingston Ontario K7K 6N7
www.metalcraftmarine.com
(800) 410-8464

EXHIBIT

A

MetalCraft Marine Inc.

- 2) All electrical work as specified is supplied and installed and fully tested and conforms to American Bureau and Yachting Council, Marine Electrical Standard E-2.
- 3) All welding and vessel structure will comply with the American Welding Society standards for high speed aluminum vessels, or CWB 47.2 as applicable.
- 4) Purchase orders will be available for inspection. MCM reserves the right to select all parts and gear not specifically referenced in the specification. MCM shall refit the Boat according to the attached specification. The City has full rights to request specific gear during the Agreement period with considerations for price adjustment and possible contract delays.
- 5) We approve the City's right of complete access to the Boat during normal hours or by prior arrangement.
- 6) Any and all changes to the Agreement or the specification will be documented on MCM's standard Design Change form, copy enclosed, subject to review and approval by the City. All changes will require the signature of the City Manager's designee prior to work commencing. Changes that require fixed cost estimates in advance of approval by the City, will permit the builder to charge for his time and material in establishing the fixed cost estimate, as many estimates will require some engineering or engineering considerations. All DCR's will establish any resultant schedule changes. Any agreed price changes and schedule changes shall be memorialized in an amendment to the Agreement, executed by the Parties.
- 7) The Parties agree that Time is of the essence. The builder shall do everything in its power to expedite all materials to the factory and maintain its production schedule. Any delays that are beyond the control of MCM shall be conveyed to the City as soon as these are known.
- 8) Written information will be accepted by letter or headed e-mail. Phone numbers for questions are MCM 613-542-1810 for Jay Miner and Matthew Fisikelli 1(954)914-8534 for Miami Beach Fire Department.. E-mail addresses for questions are; MCM, jay.m@metalcraftmarine.com and for Miami Beach FD matthewfisikelli@miamibeachfl.com. MCM is responsible for timely placement of Purchase Orders relating to the equipment specified.
- 9) MCM maintains a comprehensive Ship Builder's Risk insurance policy covering all aspects of the Boat, from commencement of construction. Our insurer is Travelers Insurance, of New York. Shipping insurance covers all aspects of loss and liability not covered by the licensed carriers of the Boat, including both trucking and transport by ship. The Ship Builder's Risk policy ends when the Boat has been loaded upon its conveyance which meets the requirement of FOB. Shipping insurance is included in the Agreement. MBFD is responsible for loading/unloading the Boat.
- 10) The Warranty included is for one year on all new metalwork and equipment items. Pumps are warranted for 6 years and engines 1 year or 1500 hours whichever comes first. All warranty repairs shall include parts and labor and shall be performed by a local authorized contractor. The warranty periods run from the date of Final Acceptance.
- 11) The Boat will be trialed and accepted by the City or the City's representative at the MCM contractor's facility. This signed acceptance will be known as the Final Acceptance and

MetalCraft Marine Inc.

indicates the City or City's representative has inspected the Boat and indicated by his/her signature that the Boat meets the specifications in all respects and is ready for shipment. Any deficiencies found by this inspection shall be rectified by the contractor at the contractor's expense and completed in a timely manner prior to handover of the Boat.

12) Payments based on submitted invoices and approved documentation shall be made within 30 days of submission of appropriate documentation. Final payment will be paid at delivery.

Agreement Pricing and Terms:

Estimated price for refitted boat as per attached spec Rev 3 is, **\$ 433,260.60**

Payment Terms:	Signing of Agreement,	30%
	Completion of Paint work,	30%
	Ready for launch,	30%
	Final Acceptance at MetalCraft	10%

MetalCraft Marine Incorporated

Jay Milner

Representative: Jay Milner

Date: 6/24/2022 | 12:08 PM EDT

City of Miami Beach

Alina T. Hudak

Alina T. Hudak, City Manager

Date: _____

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

Julie Rothman
City Attorney

06/23/22
Date

Hull		Miami Beach Fire Boat	Bid # 87-1301	Rev 3
FS36		Boat Refurbishment	Job # 487	2022-04-06
#	Part	Description	Note/Detail	Price \$
1 Engine room:				
2	Cummins 6.7L 41 High HP	New	6.7L - 480hp	\$ 134,430.00
3	Hamilton jets 337's	Re-Build of jets	Main bearing, lip seals, etc.	\$ 30,500.00
4	Fire pumps	Configure pump off front of 67	New 1,750 Pumps	\$ 63,865.00
5	Generator	Replace	Phasor 6kW	\$ 15,686.50
6	Fire Suppression System	Refurbish system	Piping looks good	\$ 807.00
7	Dual Strainers - main engines	Relocate		\$ 1,672.50
8	Batteries	New	Engine starting and House	\$ 2,320.00
9	Bilge pump and hose	New	Rule 2000	\$ 1,099.50
10	Battery charger/maintainer	New	Newmar - 3 bank	\$ 1,216.50
11	Waterway - fireman system	Inspect	Replace pipe where needed	\$ 9,785.00
12 Cabin:				
13	Windows - removed, checked and resealed	Removed and inspected	Recaulked/bedded	\$ 2,939.50
14	Door locks	New Lock	New Lockset	\$ 1,103.50
15	Wiper motors	New	Intra Exalto	\$ 4,420.00
16 Top of Cabin:				
17	Mast/Arch- reduce overall height	New, forging	Aluminum, Rt, welded	\$ 9,799.00
18	Spot light	New	Golight, LED	\$ 1,507.00
19	Scene light	4 New	Rigid, 4" flood	\$ 2,775.30
20	Emergency lights	New	Small light bar	\$ 1,030.00
21	Roof monitor	Roof monitor, nozzle, valve	TFT Monsoon	\$ 11,450.00
22	VHF antennas	2 New	Classic Shakespeare	\$ 696.00
23	Nav lights	New Aqua Signal	6-RAM and 7-NAV, LED	\$ 3,193.50
24	GPS	Raymarine Axiom Pro	Antenna	\$ 639.50
25 Under Cabin:				
26	Bilge pump	New	Rule 2000	\$ 608.25
27	Fuel tanks	Clean out/inspect/Refurbish		\$ 1,267.00
28	Fuel filter system	Reuse	New hose, filters	\$ 1,444.50
29	Lighting	New	3 Hella LED	\$ 1,372.60
30 Inside Cabin:				
31	Battery switch(es)	New	3	\$ 888.90
32	Integrated Chart Plotters with Radar	2 x Raymarine Axiom Pro	12" screens and dome	\$ 8,642.00
33	Camera	FLIR	M364C	\$ 20,685.00
34	Sonar	Raymarine Axiom Pro		\$ 3,030.00
35	Mobile radio #2	Fire Dept to provide	MCM to install	\$ 460.00
36	VHF #2	New	2 x from M330 w/ GPS	\$ 1,370.60
37	AC/Heat redo duct work	Remove existing	Add roof top unit	\$ 3,135.00
38	Dash gauges - Port side, repaint P&S Zolatone	Flat position to angles (conventional)	Aluminum work, paint	\$ 2,540.00
39	Seats	Pedistals	Sierra Air ride	\$ 5,132.00
40	Interior light	New	LED	\$ 957.10
41	Shelf to mount radios	Relocate at work station	Rotate 90 deg	\$ 409.50
42	Flooring	New	Stress Matting	\$ 3,014.00
43	Fans	New	2 x Hella Fans	\$ 478.70
44	Ceiling	New cladding	Grey	\$ 1,444.50
45	Electric Panels	Relocate	Inboard side of chart table	\$ 1,725.00
46 Berth:				
47	Bilge pump	New	Rule 2000	\$ 637.50
48	Toilet	Clean/inspect		\$ 518.50
49	Lighting	New	LED Dome	\$ 694.00
50 Front Deck:				
51	Bow nozzle #2	Replace with manual monitors	TFT - 2 1/2" Manual Tornado	\$ 4,783.00
52	Non skid	Reblast	Included in Paint Price	\$
53 Other:				
54	New paint scheme	Red Hull, White Cabin, Antifouling	Not - engine boxes, mast/arch	\$ 21,270.00
55	Hull - Miami to Kingston and return	Bottom		\$ 34,140.00
56	Upholstery	New Cushion	Cabin only	\$ 700.00
57	Add side strakes	NOP to each piece of channel	Add high density Poly	\$ 2,738.75
58	IMsr.	General clean-up, 40 hours of pipe work	Insulation, wire, etc.	\$ 6,940.00
Total				\$ 433,260.00