

**SAN DIEGO UNIFIED PORT DISTRICT
PURCHASE AGREEMENT
FOR
VESSEL, 38 FOOT PACKMAN LANDING CRAFT WORK BOAT**

Purchase Order No. _____
Purchase Agreement No. 138-2018DB

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and WILLIAM E. MUNSON COMPANY, INC. (Vendor) a Washington Corporation.

The parties agree:

1. **SPECIFICATIONS:**

- (a) Specifications are attached as Attachment A, Specifications, and Vendor understands the meaning, intent and requirements contained therein.
- (b) Vendor agrees to furnish the Vessel to the District by the delivery date specified in strict conformity with the specifications therefore, for the prices quoted and in accordance with conditions herein.

2. **RECEIPT OF GOODS:**

The goods will be deemed received by District when delivered to District at 1401 Shelter Island Drive, San Diego, CA 92106, which shall hereinafter be referred to as the "Place of Delivery" and in conformance with Attachment B, Vehicle and Equipment Delivery Instructions.


3. **RIGHT OF INSPECTION:**

District will have the right to inspect and accept or reject the goods when received at the Place of Delivery, and the right, within ten (10) business days after receipt, to give notice to Vendor of any claim for damages on account of the condition, quality, or grade of the goods. The District retains the right to inspect and accept or reject any goods to be delivered to a bailee, as if such were delivered to the District itself, and in such instance, Vendor will tender to District a valid and adequate negotiable document of title covering the goods or written acknowledgement from the bailee of the District's right to possession of the goods. Any attempt by District to correct any of the goods delivered in a defective or non-working condition will not constitute an acceptance of such goods where such efforts are commercially reasonable in extent and cost, and District may subsequently revoke its acceptance and reject the goods where the attempt to correct such defect has proved unsuccessful.

*****END OF PAGE*****

4. **REJECTED GOODS:**

On receipt of notification of rejection of goods, Vendor will immediately arrange to receive back the rejected goods at Vendor's expense, and [Parties to initial clause below]:

 _____
Vendor District

Ship conforming goods within thirty (30) business days of notice of rejection, unless District notifies Vendor to forego such shipment in its notification of rejection of goods.

5. **RISK OF LOSS:**

The risk of loss from any casualty to the goods, regardless of the cause, will be on Vendor up to the time of receipt of the goods by District at the Place of Delivery, but only after any proper inspection has been completed without rejection of the goods. Thereafter, such risk will be on District, including any goods thereafter returned to Vendor until their receipt by Vendor.

6. **TRADE NAMES:**

Certain materials may be designated in the specifications by a trade name or the name of a manufacturer. Materials which are "an equal" item of equal quality and the required characteristics for the purpose intended will be permitted.

7. **DELIVERY:**

(a) Delivery shall be made within the time set forth on the Purchase Order. Time is of the essence as to delivery.

(b) Vendor shall not be held liable for failure to make delivery because of strikes, conscription of property, governmental regulations, acts of God or any other causes beyond control of vendor, provided a written extension of time to make delivery is obtained from the Executive Director of District or authorized designee.

8. **FIRM PRICES:**

Prices shall be firm prices not subject to escalation.

9. **ROYALTIES AND PATENTS:**

The successful vendor shall pay all royalties and patent fees. Said Vendor shall defend all suits and claims for infringements of any patent rights and shall save District harmless from loss on account thereof, including reasonable attorney's fees.

10. **TAXES:**

District shall furnish Exemption Certificates for Federal Excise Tax. District shall pay the State, City and County Sales Taxes. However, sales tax is to be added by the Vendor to the net amount invoiced.

11. **ASSIGNMENT:**

No assignment by either party of any rights, including rights to moneys due or to become due under this Agreement, or delegation of any duties under this Agreement or under any orders subject to this Agreement, will be binding upon the other party until its written consent has been obtained.

12. **CALIFORNIA LAW:**

The validity, construction, and interpretation of this Agreement shall be governed by the laws of the State of California.

13. PAYMENT:

Payment for the materials shall be made for materials which shall be due and payable only upon acceptance by the District after the materials have been delivered and inspected and tested for compliance with the specifications

14. ANTITRUST CLAIMS:

These provisions are included in this Agreement as required by California Government Code Section 4550 et seq: Vendor offers and agrees that it will assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchase of goods, materials or services by the Vendor for sale to the District. Such assignment shall be made and become effective at the time the District tenders final payment to the vendor, without further acknowledgment by the parties.

15. VENDOR'S WARRANTIES:

In addition to any manufacturer's warranties associated or provided with the goods, copies of which shall be delivered by Vendor with the goods and their incorporation herein shall be deemed made by this reference, without attachment, as though fully set forth herein, Vendor expressly warrants that the goods are fit for the purpose to which Buyer desires the goods to be used (new and unused goods).

Furthermore, the parties intend that the provisions of Division 2 of the California Uniform Commercial Code ("CUCC") will apply to this Section, except where this Agreement may expressly provide otherwise, and thereby Vendor intends all implied warranties there under, without limitation by reference herein, to apply to this Agreement, including, but not limited to: (i) a warranty that the goods are now free, and at the time of delivery will be free, from any security interest or other lien or encumbrance, (ii) a warranty that at the time of signing the Agreement, Vendor neither knows, nor has reason to know, of the existence of any outstanding title or claim of title hostile to the rights of Vendor in the goods, (iii) a warranty that the goods are of merchantable quality, and (iv) a warranty that the goods are fit for the purpose to which Buyer desires the goods to be used.

16. INDEMNIFICATION:

Vendor agrees to indemnify, defend and hold harmless District, its officers, agents, and employees, from and against any and all claims, liabilities, damages, demands, losses, costs, and expenses including reasonable attorney's fees arising directly or indirectly out of the obligations of this Agreement, except claims arising through the sole negligence or willful misconduct of the District.

17. COMPLIANCE WITH LAWS:

The Parties will comply with all applicable governmental laws, regulations, orders, and other rules of duly constituted authorities.

18. TERMINATION:

The District also reserves the right, at any time prior to delivery and acceptance of the goods and after delivery of written notice to Vendor at the above address, e-mail address

or fax number, to terminate this Agreement, with or without cause, even though there has not been any act or omission sufficient to constitute an anticipated or actual breach of the Agreement or of any implied warranty. Termination of this Agreement in accordance with the section will serve to release both Parties from any further obligations hereunder, including but not limited to delivery of and payment for the goods.

19. NOTICES:

All notices and other communications required or authorized under this Agreement will be given in writing by: (i) personal delivery, (ii) registered mail or overnight express delivery service or (iii) e-mail. Each party will advise the other promptly of any change in its address. It is an express condition of this Agreement that this Agreement shall not be complete or effective until signed by the Executive Director or designee on behalf of the District.

VENDOR:

WILLIAM E. MUNSON COMPANY, INC.

Vendor's Legal Entity Listing (DBA, etc)

Jesse Munson 6/25/18
Vendor's Signature Date

Jesse Munson, VP
Signatory's Printed Name

SAN DIEGO UNIFIED PORT DISTRICT:

Marcus J. Cromartie Director, General Services
Printed Name Title

Signature Date

APPROVED AS TO FORM AND LEGALITY:

General Counsel

By: Assistant/Deputy Date

**ATTACHMENT A
SPECIFICATIONS
San Diego Unified Port District**

VESSEL, 38 FOOT PACKMAN LANDING CRAFT WORK BOAT

OVERVIEW: The following describes a 38' PackMan welded aluminum high speed landing craft 2018 production model. The crafts' design and construction (hull, machinery, and electrical systems) shall comply with the USCG and ABYC regulations where applicable. Detailed drawings will be submitted for approval prior to construction. Boat shall exit the factory as a completed vessel, adhering to the following specifications. Pricing per GSA Contract Number GS07F0442M. An asterisk (*) following a line item indicates a custom item.

GENERAL SPECIFICATIONS:

1. Hull Length: 38 feet
2. Beam: 13 feet
3. Transom Deadrise: 16 degrees
4. Persons and Cargo Capacity: 7,000 lbs
5. Engine: Twin Cummins QSB 6.7-425hp Marine Diesel Engines
6. Propulsion: Twin Hamilton Water Jet 292 Series Drives
7. Fuel Capacity: 200 gallons
8. Bow Door Clearance: 96 inches
9. Bottom Plating: 5/16 inch 5086-H116
10. Side Plating: 1/4 inch 5086-H116
11. Deck Plating: 3/16 inch 5052-H32
12. Centerline Vertical Keel (CVK): 3/4" x6" 6061-T6

HULL PACKAGE:

38' PackMan modified vee hull landing craft incorporating a 96" wide bow door.

Hull shall include three structural bulkheads; the forward collision bulk head shall be watertight, the aft bulkheads shall be limbered for drainage via bilge pump.

8" welded aluminum inspection hatches shall be installed to provide access to all below deck compartments.

Six (6) 10" welded aluminum cleats shall be installed. (3 Per Side)

A 3/4" aluminum double padeye shall be welded on centerline of the bow.

1/4" rolled plate, 7" radius bow corners shall be installed on the port and starboard sides of the bow door opening.

The transom shall be setup for water jet propulsion. The stern shall incorporate two air intake boxes.

316 Series Stainless Steel fastening hardware shall be used throughout the vessel. Gunnel decks shall be 5.25" wide from transom to bow.

WELDING:

The hull and superstructure shall be constructed of marine grade aluminum and MIG welded throughout.

All weld seams in the hull shall be welded 100%, both interior & exterior.

All welding shall be performed in accordance with American Welding Society D1.2-2003 procedure qualifications.

All surface areas shall be shiny, mill finish, with no grind marks, splatters, or blemishes.

HULL OUTFITTING:

1¼" Sch 40 pipe safety railings shall be installed 36" above main deck along port & starboard sides from stern to midship.

Two (2) 5 lb Divers Dream zinc anodes, shall be installed on brackets that are welded to the transom.

Three (3) 15" x 24" welded aluminum deck hatches shall be installed in the main deck.

Eight (8) open scuppers installed flush with the deck at midship, two (2) large pipe drains in the stern, and two (2) 1" pipe drains at the bow shall create a self-bailing main deck. Drains and scuppers shall be sized and installed in accordance with ABYC deck drainage requirements.

One (1) 1/4" x 4" Beaching wear plate shall be installed on the bow forefoot.

Johnson Duramax DB-504 4" D-rubber fender shall be installed on the gunwale, port and starboard sides. D-rubber shall be permanently attached with a full length capture rail 100% welded to the hull and mechanically fastened on each end to prevent "shrinkage" in cold temperatures. All breaks in the D-Rubber shall be capped with welded aluminum, interruptions shall be flat plate, terminations shall be angled aluminum tubing to create a smooth transition. (Skip welding techniques shall not be used)

BOW DOOR OUTFITTING:

A 96 inch wide drop down bow door shall be installed to enable personnel transport. The hull shall incorporate port and starboard bow lockers framing the door opening.

12V electric-over-hydraulic rams shall be installed to operate the bow door.

The bow door shall be outfitted with two (2) 3/4" stainless steel positive locking pin to prevent the bow door from opening while underway.

A replaceable rubber gasket seals the bow door watertight when closed.

The inside face of the bow door shall be double plated for a smooth working surface. Switches to operate the bow door shall be installed locally and at the main console.

FUEL SYSTEM:

A 200 gallon non-integral fuel tank shall be installed complete with fill, vent, 12V sender and fuel level gauge on console. Fuel tank shall be built from 1/4" plate, pressure tested to 4 psi and bolted into hull framing using doublers and stainless steel fasteners.

Two (2) Racor fuel filter/water separators installed complete with shut off valve.

12V 140 CFM bilge blower installed in fuel tank compartment. Fuel system shall comply with U.S. diurnal emission standards.

WHEELHOUSE:

A 96" wide x 166" long x 80" tall walk around wheelhouse shall be installed aft on centerline. House is constructed from .190" plate and framed as per std. house framing using 1.5" square tube.

House is equipped with one Diamond Seaglaze 24" sliding side door. The Door shall have a window and lock installed.

House has aluminum framed sliding windows installed forward on port and starboard sides, remaining windows are fixed aluminum framed style.

The wheelhouse roof is outfitted with 1" pipe top railing. The house deck is non skid coated.

An aluminum control console with angled face and an overhead radio bar shall be installed in the wheelhouse on the starboard side. The design will allow the operator to easily steer while both sitting & standing.

Access to the console shall be provided by a flush mounted bolt on access panel on the forward side of the console for ease of maintenance and future upgrades.

A Co-pilot console with storage shall be installed opposite the main console.

The aft side of the consoles shall include 3/16" welded aluminum weatherproof hatches with

1-1/2" angle aluminum frame, key lockable 316 series Stainless Steel "T" handle latches, welded 100mm aluminum hinges with grease fitting and Stainless Steel pins, and 1/8" thick PORON neoprene hatch seal.

The wheelhouse interior shall be insulated with 1.5" Navyboard fiberglass insulation and paneled with 1/8" white perforated aluminum sheeting with sound deadening liner.

A 1" pipe overhead grab rail shall be installed on centerline inside the wheelhouse.

Pipe ladder rungs shall be welded to the port and starboard side of the wheelhouse to provide access to the roof.

Two (2) Bentley Patriot captain seats shall be installed in the pilot and co-pilot position on welded aluminum seat box with storage below. Seats incorporate stationary arm and backrest, 7 1/2" slide, and Garelick footrest.

One (1) Seat/storage locker with 3" seat cushion and backrest with 2" back cushion shall be installed in the wheelhouse aft of the pilot seat. Access to the storage compartment is provided through a lift up seat cushion.

A four person convertible settee shall be installed in the wheelhouse aft of the co-pilot position. Storage is to be provided in seat lockers via lift up seat cushions. Table drops to create a two person bunk.

HEAD SYSTEMS:

An all aluminum stand up Head Compartment with lockable door shall be installed in the aft starboard corner on the wheelhouse.

A Jabsco model 29120 Flushing head with 13 gallon holding tank and Y valve to permit head discharge to black water tank or overboard shall be installed in the head.

9" Beckson porthole with screen shall be installed in the head compartment for ventilation. A single basin oval sink will be installed in the head compartment.

GALLEY EQUIPMENT:

A Galley cabinet capable of accepting a sink shall be installed in the wheel house along the starboard side.

A single basin rectangular sink will be installed in the galley cabinet

WATER SYSTEMS:

55 gallon polyethylene tank suitable for potable water shall be installed below decks and

plumbed for freshwater use.

A 6-gallon water heater shall be installed and connected to the cold water system. The water heater is heat-exchanger driven, with primary heating water plumbed and supplied by the main engines.

Freshwater plumbing shall be supplied via a 12V, 4.5 GPM Flojet pressure pump to maintain constant, uniform water flow at water fixtures.

Two (2) Diver wash down outlets with mixing valves and 25' coiled hose shall be installed on the vessel.

HEATING AND AIR CONDITIONING:

Two (2) Coleman 120VAC Seamach 13,500 BTU Air Conditioners with 5600 BTU Heating Element & Control Knob shall be installed on the wheelhouse roof. The A/C units shall run via generator set or shore power.

DAVIT:

A 4" pipe davit rated at 1,000lbs. working load shall be installed. Davit is 80" high with 42" reach, swivels 360 degrees and is lockable every 90 degrees.

A maximum capacity plaque shall be installed on the davit.

A Warn XT17 winch with 1700 lbs. lifting capacity shall be supplied for use with the davit. The winch is mounted on a "draw tight" style receiver. The winch shall be operated via a local up/down switch and spooled with 40' of 5/32" synthetic line.

DIVING:

Eight (8) Roll Control tank holders shall be installed to accommodate compressed air tanks (scuba tanks).

A flip out dive ladder with integrated landing platform shall be installed on the bow door.

Two (2) 26" wide side doors shall be installed on the main deck, one port, one starboard. Doors are lockable and swing inboard and forward in direction.

A removable side door dive ladder shall be included with the vessel. Storage for ladder will be provided.

STERN GUARDS AND PLATFORMS:

A full width welded aluminum swim step with non-skid shall be installed on the transom.

ELECTRICAL SYSTEM:

The vessel's electrical system shall be 12vDC and 120vAC.

All electrical cable shall be marine grade copper tinned boat cable and labeled for each circuit.

Cables should be routed in wireways wherever possible. Wherever exposed to potential damage, cables shall be protected with rubber.

Electrical cable shall be sized in accordance with the American Boat & Yacht Council.

All electrical cables shall be marked in accordance with the markings in electrical drawings. All electrical switches shall be of a heavy-duty type and properly insulated.

The electrical system shall be grounded. In any case the hull shall not be used as part of a galvanic feeding loop.

GENERATOR:

An Onan 7.5KW 7,500 watt diesel generator shall be installed in the engine room. This includes appropriate ventilation.

120V AC ACCESSORIES:

A 120v 60hz 30amp shore power circuit with transfer switch (for use with generator) shall be installed in the vessel with a Blue Seas Systems 360 series 1210 main breaker panel and ProSafe galvanic isolator.

Two (2) 120v AC 15 amp GFI Duplex outlets shall be installed in the wheelhouse. One (1) True Charge II 40 AMP battery charger shall be installed.

12V DC ACCESSORIES:

One (1) 12V 8 position distribution panel shall be installed on the console.

Two (2) 12v self-parking windshield wipers shall be installed on the forward windshields. Each wiper consists of a fully sealed, two speed marine rated wiper motor fitted with a heavy duty pantographic wiper arm with adjustable tension and matching blade.

One (1) 12V air trumpet horn shall be installed with momentary push button on dash. Three (3) 12V 2200 GPH bilge pumps shall be installed with auto float switch.

A 12V Reverso oil change system shall be installed. The system shall include a discharge hose and ball valve affixed to its end to minimize leakage of oil into the bilge. The system shall be plumbed to service all applicable engine fluids. Each selector valve will be labeled as per the respective liquid and source it services.

LIGHTING:

Navigation lights shall be installed to USCG requirements.

Four (4) 12V LED red/white dome lights shall be installed in the wheelhouse. (3 In the House, 1 in the Head)

Four (4) Rigid Industries M-Series dually LED Flood lights shall be installed on the wheelhouse roof. (Forward, Aft, Port, Starboard)

Two (2) Go Light 20204 LED search lights shall be installed on the radar arch with a control pad on the console.

NAVIGATION ELECTRONICS:

A Garmin 1040xs - 10" screen GPS Plotter/Sounder shall be included with the vessel. This includes local area maps, transom mounted transducer, and installation.

A Garmin GMR 18HD radar shall be integrated into the Navigation system. This system features a 4kW 18" 36nm Hi Def Dome with 5 degree beam width.

The radar dome shall be mounted on a removable aluminum plate radar arch.

An Icom M506-01 VHF radio shall be installed complete with 8' Shakespeare antenna.

OUTFITTING AND SAFETY EQUIPMENT:

One (1) A carbon monoxide detector shall be mounted in the wheelhouse.

One (1) Fireboy CG2 Series automatic engine room flooding fire extinguishing system to be installed with manual pull cable at operator console.

A removable ladder for accessing engine room shall be supplied with the vessel.

PAINT, GRAPHICS, AND MARKINGS:

Matson Industrial Floor Grip Non-skid deck coating applied to all walking surfaces. Cabin interior components painted Zolatone speckle gray.

Interlux Innersleek Blue bottom paint system shall be applied to 4" above waterline. The wheelhouse exterior shall be painted with Dupont Imron paint.

(color White)

Top side of hull to remain bare aluminum finish.

ENGINE ROOM:

The engine room shall be one compartment and shall include 2 flush and guttered engine hatches on the aft deck.

Engine hatches shall be large enough to remove the engines, provide a weather tight seal when closed, include Flush mounted stainless steel hinges, and shall be lockable in the open position. Handles shall be inset and flush to the deck.

The engine room shall incorporate two air intake boxes on the aft deck for natural ventilation and combustion air intake. The air intake boxes shall include gutters to prevent water ingestion into the engine room.

Delta-T Ventilation shall be incorporated into the air intake boxes.

Engine stringers shall be 3/8" plate, continuously welded, and shall include gussets under the engine mounts.

Barrier 104 1.25" thick acoustical insulation shall be installed in the engine room on the engine room bulkhead and engine hatches.

Acoustical insulation shall be installed in the engine room to ensure no more than 85 dB inside the cabin while underway, with the cabin doors and windows closed.

PROPULSION**ENGINES:**

Twin Cummins QSB 6.7-425 marine diesel engines rated for 425 BHP @ 3000 RPM.

Twin ZF280-1 reduction gears, flange mounted to the engines.

Engines shall be installed with a heat exchanger cooled, closed loop cooling system. Engines will be outfitted with a four point flexible mount system each.

Throttle & shift controls shall be installed on starboard side of the helm and located so the operator can conveniently steer while both sitting and standing.

The engines shall be installed complete with seawater cooling system, thru-transom exhaust with Vernetone mufflers, starting system, hydraulic steering, and stainless steel tie bar.

Engines shall meet EPA and Current California marine emission requirements at time of manufacture.

Engine instrumentation shall include multifunctional color display and shall be adequately illuminated for nighttime operation.

JET DRIVES:

Twin Hamilton Water Jet 292 series drives shall be installed on intake blocks that are welded to the hull.

Jets shall be installed complete with impeller, overflow kit, HFRC hydraulic reverse system, single station manual bucket controls, tie bar and standard 150 mm coupling.

Installation of the jet drive to include main drive shaft assembly's with fasteners and adapters.

SEA TRIALS:

Vessel shall undergo testing (Sea Trials) after completion in Washington to verify proper function and performance of all systems prior to shipment to San Diego.

SHIPPING:

Shipping of the completed vessel to San Diego, CA shall be provided.*
(Asterisk represents an invoiced "Custom" item for shipping)

DOCUMENTATION:

Two (2) Sets Operation & Maintenance Manual shall be supplied with the craft. Includes OEM technical literature for all supplied equipment, operator/safety instructions, as-built boat drawings, as-built electrical system drawings.

Original Bill of Sale and Manufacturer's Statement of Origin documents shall be delivered with the boat conveying free and clear title(s).

WARRANTY:

The William E. Munson Company, Inc. (Munson Boats) warrants the aluminum construction and equipment installation against manufacturer defects for a period of 12 months from the time the vessel is put into service.

ATTACHMENT B**DELIVERY INSTRUCTIONS
SAN DIEGO UNIFIED PORT DISTRICT**

Vehicles and equipment will be accepted by scheduled deliveries only. Deliveries may be scheduled by contacting the San Diego Unified Port District's Materiel Support & Management Center at 619-686-6337 between the hours of 7:30a.m. and 3:30 p.m. a minimum of 48 hours before proposed delivery. Monday through Thursday except on Port District Holidays.

A dealer's representative or legal agent must accompany all vehicles or equipment delivered to the San Diego Unified Port District (District). Vehicles or equipment arriving without a dealer's representative or legal agent present will not be accepted nor offloaded on District property. The dealer's representative or legal agent must be in possession of all documents required for the dealer to effect registration of the vehicle or equipment with the Department of Motor Vehicles. The District is an exempt agency identified as an "Other Political Subdivision" for the purposes of DMV registration.

Vehicles or equipment scheduled for delivery must include all equipment, components, modifications, manuals, keys, and other items specified in the specifications provided in this Agreement. A Due Bill may or may not be accepted at the discretion of the District in lieu of an item excluded during delivery.

All vehicles and equipment delivered to the District will be subject to a complete technical inspection by the District's marine equipment mechanics prior to acceptance. The District fleet equipment manager or his appointed representative will conduct an inspection for paint damage and appropriate paint application in conjunction with the technical inspection. The District will use up to ten (10) working days to complete these inspections. The inspections are to ensure compliance with the specifications in this agreement, or to ensure compliance with any prescribed amendments to the original purchase order. If any discrepancies are found, the Vendor will be notified and requested to correct the discrepancies. When the vehicle or equipment has met all of the specifications, it will then be accepted and processed for payment.