MetalCraft Marine



Date: September 16, 2016

Agreement Between

Clearwater Fire and Rescue Department (CFRD) 1140 Court Street Clearwater Florida 33756

and

MetalCraft Marine Inc. (MCM) (Builder) 583 East Broadway Cape Vincent, NY 13618

This is an agreement to enter into a contract for the construction of one MetalCraft Marine Model FireStorm 32 diesel waterjet. The boat shall be built in accordance with the terms & conditions included herein. Any modification to this contract shall be done in writing with the acknowledgement of both parties on MCM's standard Design Change Form, sample enclosed.

ADDITIONAL DETAILS;

The parties agree that the contract will be subject to the laws of Florida.

Contract Inclusions;

- -Signed General Arrangement of craft
- -MCM Specification
- -Commercial Warranty
- -Design Change Form
- -Acceptance Document

Contract 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, ISO 12215 structural standard and the American Boat & Yachting Council or TP 1332, Standards as applicable.
- 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. All wiring will be labeled for easy identification.

1 of 4

- 3) All welding and vessel structure will comply with the American Bureau of Shipping standards for high speed aluminum vessels, Building & Classing of High Speed Aluminum Vessels.
- 4) MCM will provide the appropriate Hull Identification Number and documentation for the customer's purpose of registering the boats in their home State/Province.
- MCM reserves the right to select all parts and gear not specifically referenced in the specification. MCM shall build the boat according to the attached specification. The customer has full rights to request specific gear during the contract period with considerations for price and delivery adjustment.
- We approve the customer's right of complete access to the vessel during normal hours or by prior arrangement.
- Any and all changes to the contract or the specification will be documented on MCM's standard Design Change form, copy enclosed. All changes will require the owner or its representative's authorized signature prior to work commencing. Changes that require fixed cost estimates in advance of approval by the customer 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.
- 8) 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 MetalCraft Marine shall be conveyed to the customer as soon as these are known. MCM is responsible for timely placement of Purchase Orders relating to the equipment specified.

All written questions requiring advice from the customer, requires a written response within 48 hours to prevent any potential delay. This includes drawing approvals.

Any delay to drawings approvals, including requests for additional information that is critical to the schedule beyond 48 hours extends the Contract by that number of days. All MetalCraft drawings are subject to change based on changes in equipment supplier's specifications and availability and continuous improvements to our product line.

The Technical Representative of the end user and or Representative of the Buyer shall meet with the MCM Technical Representative for an Engineering Conference within three weeks of Contract signing to review and confirm all design and specification items. Location shall be determined or held by conference call if it is not possible to co-ordinate schedules.

Written information will be accepted by fax or headed e-mail. Phone number for questions are; MCM 800-410-8464. CFRD contact: Chief Kent Watts, 727-562-4334 Ext 3156. E-mail addresses for questions are; MCM, bob@metalcraftmarine.com CFRD Contact, Kent. Watts@MyClearwater.com.

- 9) MCM maintains a comprehensive Ship Builder's Risk insurance policy covering all aspects of the vessel, from commencement of construction. Our insurer is Arthur J Gallagher of London. Shipping insurance covers all aspects of loss and liability not covered by the licensed carriers of the vessel, 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, (Free On Board); at this point the shipping insurance covers the vessel, from time of departure from the MCM yards to signed receipt by the purchaser at its destination. **This contract includes shipping insurance and freight costs.** Any damages or deficiencies found after receipt of the vessels at the delivery port shall be rectified by MCM and so noted on the receipt document. MCM will endeavor to correct such deficiencies immediately, but certain items may require outside equipment that is beyond MCM's control.
- 9.1) A Warranty Statement is attached as a Contract Inclusion. It includes a Warranty Claim form, which should be submitted to MCM when submitting a warranty claim with all details. Each of the Equipment suppliers individual warranties apply and transfer to the customer.
- The vessel will be trialed and accepted by the customer or customer's representative at the contractor's facility. This signed acceptance will be known as the Preliminary Acceptance and indicates the customer or customer's representative has inspected the vessel and indicated by his/her signature that the vessel 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 shipment of the vessel.
- 11) The customer is responsible to provide his own inspection during construction.
- 12) The Contract covers 3 days of operator training in Clearwater FL. We recommend no more than four persons for operator training for more positive results. MetalCraft shall also commission the vessel at Clearwater after delivery; perform restart of engines and all systems.
- Payments based on submitted invoices and approved documentation shall be made within 10 days of submission of appropriate documentation. We have included our banking information for wire transfers.

BANK TRANSFER DETAIL

Beneficiary account# 023824003570 (Branch# 02382, account# 4002192 and Bank# 003)

Destination bank (IBK):

J.P Morgan Chase Bank

Brooklyn, New York

USA

ABA 021000021 SWIFT: CHASUS33

Pay to bank (BBK)

Royal Bank of Canada

Toronto, Ontario

UID 055253

SWIFT: ROYCCAT2

3 of 4

Branch address: Royal Bank of Canada 65 Princess Street Kingston ON K7L 1A6 Bank contact:

Contact: Lynn Crowe. Phone: 613-545-5709

Fax: 613-545-5750

- 14) If the Builder (MCM) is found to be in Breach of the Contract the Buyer must notify the Builder in writing clearly stating the clause breached. The Builder shall have 30 days from receipt of Notice by the Buyer to rectify the Breach noted.
- 15) If the customer, CFRD terminates the contract for convenience, they shall notify MCM immediately by certified or registered mail and, or courier. MCM shall immediately stop work upon receipt of the notice. The customer shall be responsible for all costs incurred up to that time including labor and any materials on hand or that have been ordered by MCM purchase order that cannot be cancelled and any restocking charges levied against MCM by its suppliers, plus a reasonable profit that is the same level of profit that MCM would have made on the contract, had it been completed.
- The 8 month delivery period is subject to conditions beyond the control of MetalCraft Marine as described in this Contract, including shipping delays of the carrier. Such delays beyond the Builder's control are considered Force Majeure.
- 17) The contract price and payments are to be made in US Dollars.

Contract Pricing and Terms: \$606,248.00

P	av	m	en	ť'	Т	er	ms:	

Draws as per schedule;

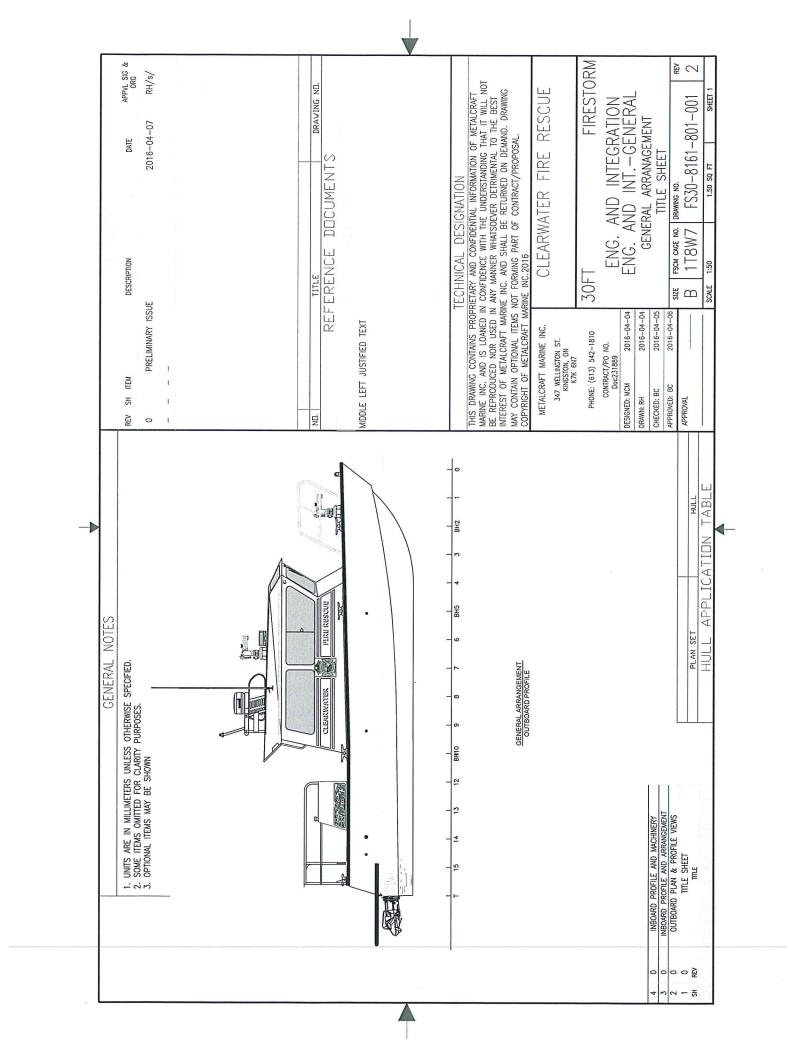
15% after signing of Contract,15% after receipt of cut parts,30% Metal structure complete,

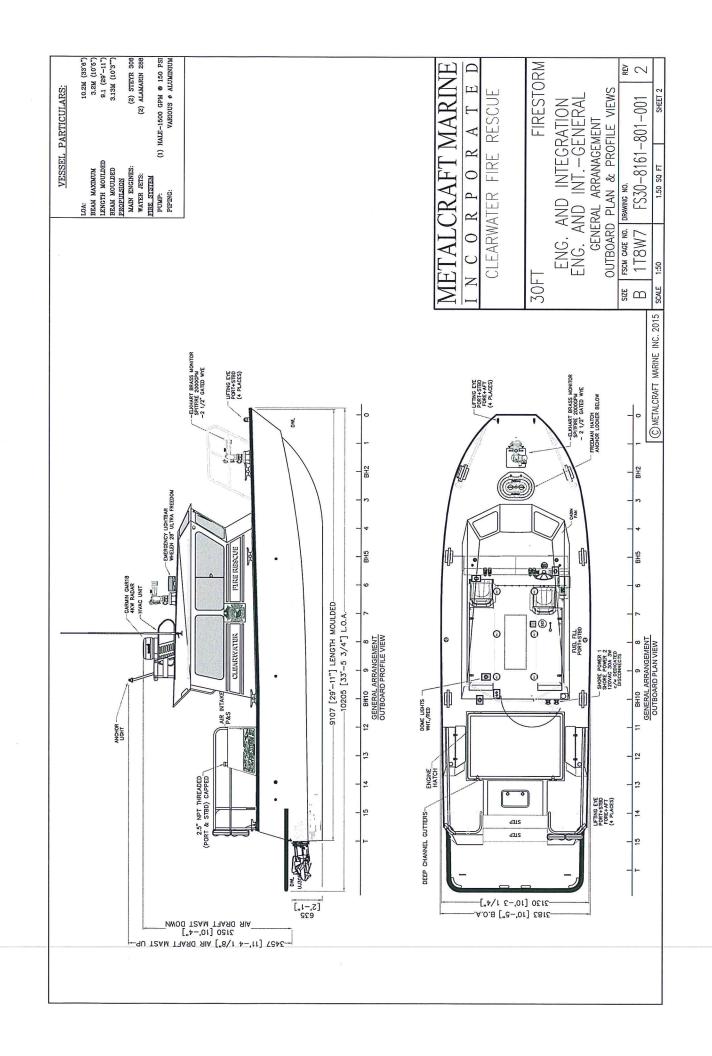
30% Engines, on site,

10% upon Final Acceptance after delivery, commissioning and completion

of training

MetalCraft Marine Inc.	Date:	Clearwater Fire and Rescue Department Date:





MetalCraft Marine

347 Wellington Street, Kingston Ontario, K7K-6N7 - 583 Broadway Street, Cape Vincent, New York, 13618

Clearwater Fire Firestorm 32

Standard Features

METAL HULL

The FireStorm 32 boat is 35-11" x 10'8" with a draft 22". It comes complete with 1/4"" bottom and 3/16" hull sides. The deck is 3/16" non-USCG CFR 46. The boat is one of the most successful of all of the Firestorm line and has been tested in very heavy seas. The FireStorm 32 incorporates a push knee on the bow of the boat with heavy-duty rubber fendering. The push knee box is designed as a crumple zone in the event of a head on collision. The FireStorm 32 includes a full MetalCraft Marine 10 year hull warranty. skid plate. The entire structure complies with ABS welding standards, and conforms to ABYC standards. Furthermore, the boat meets

bow rails will also be included on both the outside and inside of the cabin, ensuring additional safety. A hinged dive ladder works with the The FireStorm 32 has a raised cabin and pilothouse superstructure with 6'6" of clearance and also includes twin P&S consoles. From the storage under. There are multiple hatches throughout the boat; the main engine hatch includes gas shocks and retainer lock when open; bridge, there is 360° visibility. Raked forward windshield reduces glare, improving visibility and water clearing in rough seas. Standard dive platform for improved survivor retrieval. The FS 32 comes with a large patient berth to port and a smaller one to stbd, both have

Cabin fuel space deck hatch is a Heatercraft 41"x19" sized hatch; the anchor locker foward has a Freeman waterlight hinged hatch as per

protection of the rubrail from shearing force. The proprietary sea chest provides a slight positive head to the pump intake and exceeds ABYC. The FS 32 design also incorporates diagonal strakes on the both port and starboard hull for increased rigidity and vertical NFPA inatke sizing, hence the pump can produce more thanit s rated capacity.

Cummins diesel Waterjets

Engine harness/guages/controls Shafting

Alamarin 288 mm waterjets Cummins 6.7 425 hp Spicer 1610 Misc gear

000--

SMATSYS				6107 722 62
				\$107,732.63
	Bilde System	Work Package	Materials	
		Bilge Pumps Installation hardware Wiring and Switches	Rule 2000 GPH Misc	0
	Fuel System	Bilge Alarm	High water alarm Fuel Shut off MCM design 2 X 100 gal tanks Racor 500 series engines only	0
	Engine Controls		Kaekhaifer Mercury Zero effort Throttle/Jet Kaekhaifer Mercury Zero effort Transmission control Moree calales	O ← 0
	Steering System	Second helm controls	Kaekhaifer Mercury Zero effort Throttle/Jet Seastar hydraulic steering with dual helm Hydraulic lines & fittings	o ← 0, 0
	Fire system as per NFPA 1925		Destroyer wheel Hale 1500 GPM	N +-
¥	Piping	Manual bow monitor Remote roof monitor	Relief valve Piping/machining/fittings Elkhart 8394 Manual with stacked tip nozzle Elkhart 8394 w/electric valve with remote SM2000 nozzle 3" stand pipe capped discharges	0
	Seawater System Freshwater washdow Exhaust System	Fram tank Seawater System Freshwater washdown Sureflow pump and 15USG tank Exhaust System	Darley or Hale electric 40 USG foam tank with bracktry and deck hatch fill Groco single strainer system Sureflow pump mounted by helm seat or face of engine box Centek mufflers and misc gear	0- 0
	HVAC	Roof mount	Coleman Seamach	0 - 0
FITOUT				\$38,081.01
		Work Package	Materials	
	Painting	Blasting & sanding & transport	Justus bead blasted cabin and hull	F
	Interior Eft Out	Anti-fouling Non-skid Interior Painting decals	International Paints, epoxy primer and antifoul Sandblasted decks Console, T-top Zolatone White Trimline	
		Equipment Installation Windows Spotter windows Cabin doors Upholstery Flooring Patient stokes straps	AJR alum frame windows 2 side sliders Twin P&S spotter windows Diamond seaglaze dogged door Dual helm seat with fold bolster to port and stbd helm seat Interior loose rubber flooring 6 for two patients	0 0-0

04	
* =	
cleats Misc Misc pipe Mallory Danforth 16 lb Danforth anchor mount	
k sher 50'	
Deck Gear 10 lb anodes Handrails Roof and deck 15 lb dry chem extinguisher Danforth Anchor Anchor chain & Rode 250' 20 Lb CO2	
Exterior Fit Out	

			\$78,891.85
	Work Package	Materials	
Electrical system			
	Wire and cable	ABYC spec'd wire/cable	· -
	Electrical labeling	ABYC color coding	-
	Electrical schematic	Design	-
	Electrical Panels	8 brkr DC panel w/breakers	2
	A/C panel shorepower	8 brkr	-
	Batteries	900 CCA batts	4
	Battery Boxes	Boxes w/brackets	4
	Spot light	Go light spot lit	•
	Batt Selector Switch	Blue sea switch	က
	Generator 6.5 KW	Kohler EMD 6.5	
	Exhaiust and cooling water	Misc	· ,
	Cabin Lighting (LED)	Red/White dome lits LED	4
	Engine room lits (LED)	MARS Dome	2
	Corrosion meter	Promariner	
	Deck Lighting	Hella flood lights	4
	Navigation lits (LED)	Nav lits only	4
	Courtesy Lights (LED)	Techspan (LED)	4
	Bat. Iso.	Power gate	_
	Horn	St , Mackay	· —
	D/C outlets	Westburne	2
	A/C oultlet	Westburne	2
	Shorepower	30 amp service	-
	Transformer	Charles	-
	Batt charger	Newmar 2 bank	_
	Compass	Ritchie 4" SS-2000	-
	Emergency Lights	Whelan Red amber LED	_
	LED platform lights	LED	4
	Siren and speaker	Federal Signal	_
	wiring harnesses and antennas	Misc	_
Navigation Equipmen	nt Chart Plotter Combo	Garmin 7412 w GMR 18HD	-
	Depthsounder	Garmin Chirp Scanning Transducer 010-12089-10	_
	Radio	ICOM 506 w/ AIS including antenna and SS rachet mount	-
	GPS antenna	Garmin remote antenna	_
	800 Mhz emerg radio	Install Only of 1x Customer Supplied Fire Radio and antenna	-
Night Vision	Ē		0
	FLIK	W 324xp Thermal Imaging Only	← c
			>

\$39,693.35			-	_	-	-		-	τ-	,	-	
	Materials		3 men X 3 visits lodging & meals		316 fasteners	As built dwgs & electrical shematic	Fuel		By truck delivery		Misc expenses	
ANEOUS	Work Package	Miscellaneous Items	Inspection Services	Tank Testing	Miscellaneous Fasteners	Design & Engineering	Testing & Trials	Weighing of Boat	Load and prep	Ring buoy	Commissioning of boat and training	Clean up and Q/A
MISCELLANEOUS												

\$606,248.50

Total Price (Above Configuration) GSA Pricing

MetalCraft Marine INCORPORATED



METALCRAFT MARINE WARRANTY

MetalCraft Marine Inc. (MCM) guarantees that the craft sold to the Buyer shall at the time of delivery, be free from defects in materials and/or workmanship. Such guarantees by the contract and MCM shall be in force for a twelve (12) month period from the date that the vessel enters service. MCM warrants its hull assembly and welds for a ten (10) year period from the date the vessel enters service.



leading 10 years. We have a customer support team that is available 24 hours a day, 7 days a week. Our policy is to take action on service calls within 24 hours. We have highly trained technicians that can be rapidly deployed to any location to ensure that our boats remain ready and able to fulfill their mission at all times. We build strong relationships with our customers and invite you to contact

any or all of our references..

MCM makes no guarantee with respect to accessories or equipment manufactured by others, but hereby extends the manufacturer's guarantee, if any, to the Buyer. The propulsion system components carry a separate guarantee by their individual manufacturer's which transfer to the Buyer. These individual guarantees are included in the Buyer's manual's package. MCM assumes no liability for defects found with this equipment. Any malfunction within the propulsion system should be reported to the original equipment manufacturer (OEM) directly or to its local dealer or representative. The manual's package will include phone or fax numbers for contacts.

The Buyer will notify MCM of any defects that are discovered within the warranty period. The Buyer shall report the defect on the warranty claim form found in the manual. Whenever practicable, the Buyer shall, in addition to giving MCM notice of any defect. afford MCM an opportunity to examine the defect or provide evidence of the defect to MCM. Within a reasonable time after such notice MCM shall expeditiously proceed to correct the defect.

Should it not be possible or expeditious for the Buyer to return the defective part to MCM. MCM will authorize a local service center or the customer to carry out the necessary repairs, or send MCM employees to the craft's location at MCM's option. MCM's liability for a repair in the field shall not exceed the cost of repair had the work been conducted at MCM's building facility. The warranty period for the replaced or corrected supply shall remain in effect for one year.

MCM shall have no liability for defects caused by abuse, negligence, or collision occurring. non-approved operations in ice after transfer of title from MCM, or with respect to parts that have been altered or repaired by anyone other than MCM or its nominee.

For immediate service call the numbers listed below:

MetalCraft Marine Inc., North America toll free: 1-800-410-8464





WARRANTY CLAIM FORM

(1) Vessel Type and HIN	(1A) Warranty Item Number	(1B) Warranty Claim Date				
(2) BRIEF DESCRIPTION OF WARRANTY claim (include part number identification and equipment manufacturer's name if possible, date of failure, boat location, name of point of contact with telephone and FAX numbers and e-mail address, and all necessary documentations i.e., pictures)						
	is not, procured)					
,						
(3) ACTION TAKEN TO DATE						
(4) RECOMMENDED FURTHER ACTION						
(5) SIGNATURE (PROJECT MANAGER)	(5A) SIGNATURE (WARRANTY	ENGINEER)				
	(, (21101112211)				
(6) DISTRIBUTION: CCC, WMI, PWGSC.						



MetalCraft Marine Incorporated

347 Wellington St, Kingston Ontario K7K 6N7 Ph: 613-542-1810 Fax 613-542-6515

Date:	

Design Change Request

MCM Job #	
Customer	
DCR#	
DCR Cost USD	\$
Revised Contract Value	

Extra work/change Requested by :	Ph: Fax:			
Costing: Estimate	Fixed Price	Time & Material	None 🗆]
Description of work to be done and costing details				
Reason for this change		 		

Impact to schedule :				
Added weight: None		 Γ		
		 D / /		
Approved by Metalcraft Marine		 Dated		
Approved by Customer		 Dated		





□ <u>Prelimin</u>	ary Acceptance	☐ Final Acce	eptance			
This document acknowledges that the boat bearing hull # has been received and accepted in good order by the authorized person listed below:						
Print name	Sign	nature	,			
On behalf of:						
	(Organizatio	n)				
Notes if any;						

CERTIFICATE OF LIABILITY INSURANCE This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below. 1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS 2. INSURED'S FULL NAME AND MAILING ADDRESS City of Clearwater MetalCraft Marine Incorporated 112 S. Osceola Avenue 347 Wellington Street POSTAL 33756 Clearwater FL Kingston K7K 6N7 ON 3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured) Marine General Liability, Ship Repairers Legal Liability, and Marine Operations See Attached ... 4. COVERAGES This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS LIMITS OF LIABILITY **EFFECTIVE EXPIRY INSURANCE COMPANY** (Canadian dollars unless indicated otherwise) TYPE OF INSURANCE DATE DATE AND POLICY NUMBER AMOUNT OF YY/MM/DD YYYY/MM/DE COVERAGE INSURANCE COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE Catlin Canada Inc. COMMERCIAL GENERAL LIABILITY 2016/05/04 2017/05/04 MAR1182784 LIABILITY - GENERAL AGGREGATE CLAIMS MADE OR OCCURRENCE - EACH OCCURRENCE 5.000.000 X PRODUCTS AND / OR COMPLETED OPERATIONS PRODUCTS AND COMPLETED OPERATION ☐ EMPLOYER'S LIABILITY 5,000,000 AGGREGATE X CROSS LIABILITY PERSONAL INJURY LIABILITY 5,000,000 PERSONAL AND ADVERTISING INJURY LIABILITY MEDICAL PAYMENTS 25,000 X TENANTS LEGAL LIABILITY TENANTS LEGAL LIABILITY 1,000,000 POLLUTION LIABILITY EXTENSION POLLUTION LIABILITY EXTENSION ☐ NON-OWNED AUTOMOBILES NON OWNED AUTOMOBILE ☐ HIRED AUTOMOBILES **AUTOMOBILE LIABILITY** BODILY INJURY AND PROPERTY □ DESCRIBED AUTOMOBILES DAMAGE COMBINED ☐ ALL OWNED AUTOMOBILES BODILY INJURY (PER PERSON) ☐ LEASED AUTOMOBILES ** BODILY INJURY (PER ACCIDENT) ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE PROPERTY DAMAGE **EXCESS LIABILITY EACH OCCURRENCE** ☐ UMBRELLA FORM AGGREGATE OTHER LIABILITY (SPECIFY) Intact Insurance Company X Property In Transit 501238242 2016/05/04 2017/05/04 Via Land .500 1,250,000 CNA Canada X Builders Risk 2016/05/04 2017/05/04 Any One Occurence 5,000 6,000,000 MBR2841896 XBuilders Risk 2,000,000 Any One Vessel 5,000 5. CANCELLATION Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. 7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (but only with respect to the operations of the Named Insured) 6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS Arthur J Gallagher Canada Limited City of Clearwater 250 York Street, Suite 400 112 S. Osceola Avenue POSTAL N6A6K2 London ON POSTAL 33756 BROKER CLIENT ID: Clearwater FT. 8. CERTIFICATE AUTHORIZATION CONTACT NUMBER(S) ISSUER Arthur J Gallagher Canada Limited TYPE Phone NO. 519-646-5800 TYPE NO AUTHORIZED REPRESENTATIVE Kailey Brady, CIP

TYPF Fax

DATE 2016/09/14

NO.519-646-5812

SIGNATURE OF

AUTHORIZED REPRESENTATIVE

EMAIL ADDRESSkailey.brady@ajq.com

TYPE

NO.