INTEGRATION AGREEMENT FOR RIVER BARGE FABRICATION

REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")
NO.: 6100007779, 2016-095

This Agreement is entered into by and between the City of San Antonio, Texas, a home-rule municipal corporation (City), by and through its Director of Finance or said Director's designee, and Lake Assault Boats, LLC (Contractor), both of which may be referred to herein collectively as the "Parties".

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

1.0 CONTRACT DOCUMENTS

The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below:

1.1 This Integration Agreement;

1.2 Contractor's response to the City's Request for Best and Final Offer No. 2, including Contractor's letter dated October 27, 2016 and Contractor's revised Price Schedule;

1.3 City's Request for Best and Final Offer No. 2 dated October 26, 2016;

1.4 Contractor's response to the City's Request for Best and Final Offer No. 1, including Contractor's letter dated October 24, 2016 and Contractor's revised Price Schedule; and

1.5 Addendums I – IV to City's RFCSP No. 6100007779, 2016-095, including all attachments thereto, with each later addendum taking priority over all previously issued addendum in reverse chronological order;

1.6 City's RFCSP No. 6100007779, 2016-095, including all attachments thereto; and

1.7 Contractor's signed response to City's RFCSP No. 6100007779, 2016-095.

2.0 WARRANTY

2.1 In addition to any other warranty described in the Contract Documents, Contractor warrants each barge to be free from defects in materials and/or workmanship as follows:

2.1.1 Two Year Structural Limited Warranty: Contractor warrants (1) structural aluminum components and their associated welds; and (2) factory

manufactured and installed aluminum non-structural components – gates, guards, rails and ramps – to be free from defects in materials and workmanship for a period of two years; and

2.1.2 One Year Component Limited Warranty: Contractor warrants for a period of one year all components not covered by the two year structural warranty, or an original equipment manufacturer's warranty, to be free from defects in materials and workmanship for a period of one year.

2.2 All warranties provided hereunder begin when the barge is placed in service by City, not on the delivery date. City will notify Contractor of the date each barge is placed in service by the barge's hull identification number.

2.3 Contractor shall perform all warranty repair work in Bexar County, Texas, except for work that requires a component to be shipped to an original equipment manufacturer. Contractor shall repair or replace any defective boat or component at its sole cost and expense, including, but not limited to, transportation to and from the place of repair. All warranty work shall be provided in a timely manner, not exceeding 7 calendar days.

3.0 CHANGE ORDERS.

3.1 In order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

3.2 Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended.

3.3 Any other change will require approval of the City Council, City of San Antonio.

3.4 Changes that do not involve an increase in contract price may be made by the Director.

3.5 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated herein.

4.0 CHANGES TO SPECIFICATIONS

The contract documents are hereby modified as shown below.

4.1 Contractor shall not be responsible for providing ADA ramps or shore power cords.

4.2 Bistro tables shall be reduced in size by 6 inches.

4.3 Dining table top material shall be changed from repurposed bowling alley wood to 6061 painted aluminum tops with a smooth finish, painted to match deck rim color.

4.4 Contractor shall install a cane bolt latch on each barge gate.

4.5 Contractor shall provide 2 additional speakers located near the bow of each barge. Speakers shall be the same type as currently specified in the RFCSP.

4.6 The horn on each barge shall be moved forward from the location presently designated. The exact location shall be specified by City.

4.7 Contractor shall produce one barge (Pre-production Barge) in the Touring configuration to see whether the current design adequately meets operating conditions. The Pre-production Barge shall be made available to City for testing no later than January 29, 2017 at Contractor's facility in Superior, Wisconsin. Upon City acceptance, Contractor will then have the right to commence production of the remaining Aluminum Barge Hull, Deck, and Console (Item No. 1 of Exhibit 1). Contractor shall then ship the Pre-production Barge to San Antonio and launch the Pre-Production Barge for further testing. Pre-production Barge shall be launched for testing in San Antonio, Texas by February 8, 2017. Bistro and Group Dining tables for this barge shall be shipped with the Pre-production Barge. Contractor shall remain in San Antonio for three days to assist with testing.

4.8 Contractor shall not begin production of Railings (Item No. 2 of Exhibit 1), Tour Configuration components (Item No. 3 of Exhibit 1), Dining Configuration components (Item No. 4 of Exhibit 1) for the remainder of the fleet for at least 21 days after completion of testing in San Antonio to allow for potential additional design changes. City shall have 7 full business days to complete testing in San Antonio. Any and all design changes could result in cost, and/or schedule changes.

4.9 Contractor may drop ship dining chairs to San Antonio. Contractor shall coordinate the delivery of dining chairs with City.

4.10 Contractor shall use 6061 aluminum material for all accessories on the deck (table top, stanchions, and other accessories). Contractor shall use 5052 aluminum material on the hull.

5.0 PRICING

5.1 The total contract price for all goods and services to be provided by Contractor is $6,275,373.26, as more particularly described in Exhibit 1 to Integration Agreement for River Barge Fabrication Request for Competitive Sealed Proposal ("RFCSP") NO.: 6100007779, 2016-095 - Lake Assault, LLC Price Schedule, a copy of which is attached hereto and incorporated herein for all purposes.

5.2 Cost Reimbursement Related to Transportation and Travel for Pre-production Barge.

5.2.1 City shall reimburse Contractor for the cost of transportation and launching of the Pre-production Barge in San Antonio, and travel for up to

three of Contractor's employees for the Pre-production Barge launch and testing, at a cost not to exceed $7,950.00.

5.2.2 It is anticipated that Contractor's employees will remain in San Antonio for three days for launch and testing of the Pre-production Barge. Any longer stay requires approval by the Director of City's CCDO Department. Parties acknowledge that the maximum fee stated in 5.2.1 above includes a travel budget for three persons for up to seven days.

5.2.3 Contractor shall provide receipts at the time Contractor submits invoices seeking reimbursement, which shall be on an actual cost basis, without markup. To be eligible for reimbursement, travel costs must comply with the requirements of City's Administrative Directive 8.31, dated January 31, 2011, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit 2.

5.2.4 Any additional transportation or travel contemplated by this contract are not reimbursable, the parties hereby acknowledging that such costs are included in the total contract price state in 5.1 above.

6.0 ENTIRE AGREEMENT

This Agreement, together with its attachments and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

EXECUTED and **AGREED** to as of the dates indicated below. This Agreement may be executed in multiple copies, each of which shall constitute an original.

CITY OF SAN ANTONIO	**LAKE ASSAULT BOATS, LLC.**
_____	Chad DuMars
Print Name: _____	Print Name: Chad DuMars
Title: _____	Title: V.P. Operations
Date: _____	Date: 11/23/2016

Approved as to Form:

_____
Assistant City Attorney

EXHIBIT 1 TO

INTEGRATION AGREEMENT FOR RIVER BARGE FABRICATION

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NO.: 6100007779, 2016-095

Lake Assault, LLC Price Schedule

Item No.	Description	Quantity	Unit Price	Extended Price
1	Aluminum Barge Hull, Deck and Console (Excludes railings, propulsion system, seating and tables)	43	$66,137.23 Price Per Barge	$2,843,900.89
2	Railings (Detail R-5) Complete Set Per Barge (18 pieces per barge)	43	$16,622.39 Price Per Barge	$714,762.77
3	Touring Configuration			
3A	Seat and Bench Plan (Tour Seating, Schedule S-2)	38	$13,788.93 Price Per Barge	$523,979.34
3B	Roto Molded Chair and Assembly	1	$253.52	$253.52
4	Dining Configurations			
4A	Dining Plan (Group Seating, Schedule S-3)	10	$3,886.02 Price Per Barge	$38,860.20
4B	Dining Plan (Bistro Seating, Schedule S-3)	5	$11,688.14 Price Per Barge	$58,440.70
5	Propulsion System			
5A	Electric Propulsion System (Includes batteries, chargers, motor and smart throttle)	43	$45,968.30 Price Per Barge	$1,976,636.90
5B	Deleted			
6	Complete Set of Accessories Per Barge (Not included in any item above) (Includes all items described in this RFCSP and not otherwise included in another line item on this Price Schedule)	43	No Charge	$0.00
7	Shipping & Launching	42	$2,633.07 Price Per Barge	$110,588.94
8	Transportation and Travel Related to Pre-production Barge	Reimbursement basis	Cost Not to Exceed	$7,950.00
			Total	$6,275,373.26