

Assessor's Parcel Number: N/A

Date: NOVEMBER 5, 2014

Recording Requested By:

Name: UNDERSHERIFF PAUL HOWELL, DCSO

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A



00002672201408521840160169

KAREN ELLISON, RECORDER

**MARINE PATROL VESSEL CONTRACT #2014.228**

(Title of Document)

**CONTRACT FOR THE CONSTRUCTION & DELIVERY OF A LAW ENFORCEMENT  
MARINE PATROL VESSEL**

BETWEEN

DOUGLAS COUNTY, NEVADA  
1038 BUCKEYE ROAD  
MINDEN, NEVADA 89423  
(REFERRED TO HEREIN AS "COUNTY")

AND

TITAN INFLATABLES LTD.  
2011 MALAVIEW AVENUE WEST  
SIDNEY, B.C.  
CANADA  
V8L5X6  
(REFERRED TO HEREIN AS "BUILDER")

FILED  
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CLERK

WHEREAS, Douglas County, a political subdivision of the State of Nevada, from time to time requires the services of independent contractors; and

WHEREAS, it is deemed that the services and expertise of Builder are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Builder was the lowest responsible bidder to a Request for Proposals issued by the Douglas County Sheriff's Office to construct a law enforcement marine patrol vessel, and represents that it is duly qualified, equipped, staffed, ready, willing, and able to perform and render the services hereinafter described;

WHEREAS, Builder has agreed to build and deliver for Douglas County and Douglas County has agreed to buy from the Builder a *Titan - 280 Pilot* (the "Vessel") as more particularly described in the specifications attached as Schedule "A" hereto;

NOW, THEREFORE, in consideration of the promises made herein, the parties mutually agree as follows:

1. **AGREEMENT TO BUILD** -- Builder shall build and deliver to County the Vessel of good quality, workmanship, and materials, in accordance with the plans and specifications (the "Specifications") set forth in **Appendix A** attached hereto. In the event of any inconsistency or conflict between the provisions of this Agreement and any of the terms or provisions the Specifications, the provisions of this Agreement shall prevail.

2. **PRICE** -- County shall pay to Builder for the construction and delivery of the Vessel a total price of **\$245,190.58 United States Dollars** (the "Purchase Price"). Builder shall be responsible for payment of any British Columbia Provincial and Canadian Federal Taxes

which may be payable. The Purchase Price shall be paid to Builder by the County in accordance with the payment schedule (the "Payment Schedule") set forth in **Appendix B** attached hereto.

3. **COMPLIANCE AND REGULATORY INSPECTION** -- It shall be County's responsibility to ensure that the Specifications are in compliance with United States Coast Guard regulations as apply for this size and designated use of Vessel. It shall be Builder's responsibility to ensure that the Specifications are in compliance with, or exceed, Transport Canada TP 1332 and referenced standards for offshore vessels, as outlined in ISO 6185-4 Inflatable Boats with an Overall Length of Between 8m and 24 m and with Motor Maximum Rating of 75kW and Greater.

4. **INSPECTION BY COUNTY** -- The Vessel shall be built under the supervision of County represented by Paul Howell, Undersheriff, Douglas County Sheriff's Office (the "County's Representative"), or such other person as may from time to time be appointed by County by notice in writing to Builder and the person appointed shall at all times during usual working hours have free access to the premises where the Vessel is being built.

5. **COMMENCEMENT OF WORK AND DELIVERY** -- Builder shall commence work on the construction of the Vessel as soon as the initial deposit payment required under the Payment Schedule (see **Appendix B**) is received by Builder from County and shall have the Vessel completed, delivered, and ready for sea no later than **May 1, 2015**, provided that if and insofar as the failure to have the Vessel completed and ready for sea is due to the default of County or failure of any third-party suppliers of machinery, fittings, materials, or equipment, or of fuel, light, power of other facilities required for the operation of Builder's works, strikes, lockouts, combination of workmen, destruction or work, Acts of God, or the Queen's enemies, fire explosion, tempest, weather, earthquake, accident, directly or indirectly affecting the works of Builder, and other cause beyond the control of Builder, whether similar to the foregoing or not, and whether arising before or after the date of this Agreement then such failure shall not constitute any default or breach of contract on the part of Builder, and no penalties or damage shall be payable to County by the Builder in respect thereof, and the time for completing the Vessel and making it ready for sea shall be extended from time to time and as often as such events occur by a reasonable period which shall be fixed by written agreement between the Builder and the County. It is understood and agreed that delivery date of the Vessel above mentioned is predicated upon prompt delivery of all component parts, and with respect thereto the Gear and Equipment that have been specified in **Appendix A**, and accordingly, it is understood and agreed that if delivery of the said component parts cause delay and Builder's construction schedule is consequently upset or delayed thereby then the time for completion and delivery of the Vessel shall be reasonably extended and no penalty will be incurred by Builder.

Upon completion of the Vessel as aforesaid, and provided that the payments on account of the Purchase Price of the Vessel have been duly made in accordance with the Payment Schedule (as set forth in **Appendix B**) the Builder shall deliver the Vessel to the County's Representative and upon satisfactory inspection which shall include sea trials to the satisfaction of the County's Representative, County shall provide Builder with written notice of acceptance of the Vessel. The Vessel shall be held at the risk of Builder while on the Builder's premises and

under the Builder's control including, delivery, seatrials, and until the written notice of acceptance is signed by the County's Representative.

6. **ALTERATIONS AND ADDITIONS** -- County in the course of construction of the Vessel may require any reasonable alterations or additions within the Builder's capacity to be made in or to the Vessel but such alterations and additions shall only be made upon the written orders of County or its duly appointed representatives. In any such case, an addition to the Purchase Price, shall be allowed in such an amount as may be determined by written agreement between the County and the Builder and shall be calculated at the Builder's cost of labor and materials (with a 10% mark up on materials) only, and the amount of any increase in the Purchase Price shall constitute a sum owing by the County to the Builder in addition to the Purchase Price, and shall be payable within 14 days after the date of the Builder's invoice. Any abatement to the Purchase Price shall be allowed in such an amount as may be determined by mutual written agreement between the County and the Builder and shall be calculated on the basis of the Builder's actual savings by reason of such abatement. The Builder in every such case shall have the right to require a reasonable extension of time in the date for completion and delivery of the Vessel to such other date as may be fixed by written agreement of County and Builder.

7. **WARRANTY** -- Builder shall warrant the Vessel and Vessel Hull as set forth in **Appendix C**.

8. **RESPONSIBILITY AND INSURANCE** -- The Vessel shall be held by Builder at its own risk until County has provided written Notice of Acceptance of the Vessel. During the construction and until County issues written Notice of Acceptance of the Vessel, Builder shall maintain standard forms of Builder's risk policies of insurance for the Vessel, including the engine and flotation tubes, and any other equipment supplied by the County, with loss payable to County to the extent that County paid Builder any sums pursuant to the Payment Schedule attached as **Appendix B**.

9. **TITLE** -- The Vessel at all stages of construction shall remain the property of the Builder until written Notice of Acceptance of the Vessel is delivered to Builder by County, at such time title to the Vessel shall pass to County. Builder shall deliver the Vessel to County free from all liens, charges or encumbrances of any kind or nature whatsoever.

10. **COUNTY MAY COMPLETE ON DEFAULT** -- In the event of Builder's failure to complete the construction of the Vessel in a regular and business-like manner and to complete the Vessel in accordance with this Agreement, or Builder becoming bankrupt, or making any compromise with its creditors, then or at any time thereafter, while such default continues, County's obligation to make payments of the Purchase price pursuant to the Payment Schedule shall abate, and County may, at County's option and upon giving Builder seven days written notice enter upon Builder's yard and take possession of the Vessel in her then state and such materials and goods as are intended or proposed to be used in the construction of the Vessel and which have been paid for by County.

11. **REMEDIES OF BUILDER ON DEFAULT BY COUNTY** -- In the event of default by County in the making of any of the payments required to be made from time to time in accordance with the Payment Schedule and in the further event of such default continuing for a period of 90 days after written demand has been made on the County by the Builder for payment of the sums with respect to which default has occurred, the Builder may at its option and without further notice to the County sell the Vessel in its then stage of construction together with all materials and things upon the premises of the Builder and purchased for the purpose of construction of the Vessel, or at its option, the Builder may complete the Vessel and thereafter sell it to a third party without further responsibility to County. In any event, Builder shall not have the right to sell any other equipment which has been supplied by County. In the event of any sale under the foregoing provisions, Builder shall be entitled to deduct from the proceeds of the sale the amount owing by the County to the Builder at the time of the default, plus an additional 15% thereof, and any surplus monies over and above the total of the said sums and any expenses incurred by Builder in and about the sale of the Vessel shall be paid by the Builder to the County. It is expressly understood and agreed between the County and the Builder that the exercise of either of options aforesaid by the Builder shall not be construed as an undertaking by the Builder to return to the County any monies paid by the County to the Builder.

12. **ARBITRATION** -- Any and every dispute, difference or question between the parties hereto which shall at any time arise during or after the construction of the Vessel relating to rights, duties, or obligations of either party hereunder shall be referred to the arbitration of a person to be mutually agreed upon by the parties hereto, and if the parties cannot agree, then to the arbitration of two persons, one appointed by each party. If the two arbitrators cannot agree on a disposition of the dispute between the parties, then they shall select a third arbitrator, and the decision of any two of the three arbitrators shall be final and binding upon the parties hereto. The prevailing party in any arbitration shall be entitled to an award of attorneys fees, expert fees, and costs.

13. **GOVERNING LAW** -- This Agreement has been executed under and shall be governed by the laws of the State of Nevada.

14. **COUNTERPARTS** -- This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original.

15. **NOTICES** -- Any notice or request given under this Agreement shall be deemed to have been sufficiently given when, addressed to each party at their address as set forth on page one of this Agreement, and in either case sent by registered mail, postage prepaid. Either party may give written notice of a change of address, in which event any such notice or request shall thereafter be given to it at such changed address. The date of mailing shall be deemed to be the date of which such notice or request has been given, provided the same shall thereafter be received in due course by the party to which the same shall thereafter be received in due course by the party to which the same is mailed.

16. **MODIFICATION OF CONTRACT MUST BE IN WRITING** -- Except as herein otherwise specifically provided, neither this Agreement nor any provision herein contained, may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed

by the party against which the enforcement of such change, waiver, discharge, or termination is sought.

17. **SUCCESSORS AND ASSIGNS** -- This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF** the parties hereto have executed this agreement effective the day and year last written.

**BUILDER:**

**TITAN INFLATABLES, LTD.**



10 22 14.  
(Date)

John Stinner.  
(Print Name and Title)

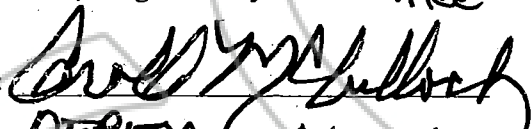
**COUNTY:**

**DOUGLAS COUNTY, NEVADA**

By:  10.22.14  
Ronald Pierini, Douglas County Sheriff (Date)

**ATTEST:**

~~Ted Thran, Douglas County Clerk's Office~~

By:   
DEPUTY CLERK

APPENDIX A  
VESSEL SPECIFICATIONS

COPY



# TITAN BOATS

2211 Underwood Ave West Sidney B.C. V8L 5X6 Tel: 250-856-3153 Fax: 250-856-3157

100 Douglas St. Hwy 5 Transit's Department Under Sheriff Paul Howell PH 775-762 9689

Hull Size	Titan 280
<p><b>Titan 280 Aluminum Inflatable Hull c/w forward Well Transom to Head Log</b>                      Mininum 27 ' long Max 32 ' / Includes cabin. <span style="float: right;"><b>Hull comes with a Lifetime warranty for Workmanship/Defects/ Does not cover damage to hull from neglect or misuse.</b></span></p>	
<p><i>Titan RIB Hull prices include: hull with delta keel &amp; chine step, transom, transom cap, longitudinal stringers and transverse framing, self bailing watertight aluminum deck with bolt-down inspection hatches, tube cradles, inner bulwarks , bow eye for hauling onto a trailer, Aluminum is 5086 1/4" hull plate, 5086 - 3/16" sides and transom with 1/2" 5086 for motor mounting. Decks are self draining with a 4" scupper on each side of the transom. S/S drain plug. Headroom is 80" Stainless steel cutwater c/w bow box</i></p>	
Tow Post forward	
Tow Post Aft removeable	
Tow Reel c/w 300 feet 5/8 tow line	
Foam in void spaces of hull.	
<b>TUBES</b>	
Titan 280 Inflatable Tubes ( 7 chamber - 24 inches in diameter) Military Grey in color .	
Bow Bra of EDPM Black in colour	
Semi Auto Inflation system	
<p><i>Titan Inflatable Tube prices include: +1880 Denier Neoprene-Hypalon material, seven chambers and 5 strips of Black Bombard , tube tensioning straps, top step pads, pressure relief valve in each chamber, scuff pads. Handholds in and outside the cabin. Tubes are mechanically fastened to hull</i></p>	
<b>SUPERSTRUCTURES</b>	
H.D.Windshields wipers c/w washer system	
Radar Platform on Roof (arch)	
2 forward windshields 3/8 tempered Glass, one fixed and one sliding side window each side, 1 window on each side of door on aft bulkhead (Windows and door are rated Cat.C ISO Certified	
Storage locker forward in cuddy cabin	
Shelves port strb side(Helm/Nav) Incl in hull price	
Door and hatch down into cuddy Incl in hull price	
Aft door with window and stainless steel lock set. Door is left hand hinge	
<b>Seating</b>	
2 Grammer Air Ride Seats seats c/w swivvel and adjustable, armrests and lumbar support. C/w Seat base with locking storage.	
Bench seating with storage aft of Grammer seats Port and starboard	
Hand holds and railings inside and outside cabin	
Railings aft	
Motor Guard	
Bow Railings	
Foot rests Nav and Helm position	
Dive Ladder	
<b>FUEL SYSTEM</b>	
Fuel Tanks - 2 - aluminum 1 - 80 and 1 - 80 imp. gallon built-in. (Aluminum fuel tanks and systems are pressure tested and mounted on rubber with fuel fittings, access hatches in floor, all hoses to class 'A' fuel standard, fillers, vents, pickups & returns, and shut off valves c/w lockable fill caps)Fuel fills have vents.	
2 of Racor 660R-01 gasoline fuel filters for twin outboard engines.	
Fuel Gauges & Sending Units. Hoses vales fittings	
<b>ELECTRICAL (All wiring copper tinned and IP compliant)</b>	
1- External mounted standard horizen speaker for police radio	



	3 - Bilge Pumps 2- 2000 gph w/super float switch, 1 - 1500gph (1 in Main bilge 1 Laz box 1 in motor pod)	
	Pump switches 3 way, "MANUAL" - "OFF" - "AUTO" c/w green LED indicator light showing switch is set for AUTO.	
	RED indicator dash light indicating the pump is operating	
	High Water Alarm (3)	
	Shore Power c/w 1 - 110 v outlet & 50' shore power cable (30 Amp)	
	Electrical panel c/w backliit switches - 100 AMPS 22 positions	
	3 Batteries AGM Group 31 with Box, reset breaker and 4 way switch 1- House battery 1 battery port motor 1- battery starb motor. c/w 2-ACRs's	
	Switch Panel 1-8 1-6 position	
	Fuse panel with supply from battery with 12 ATO fused circuits.	
	Battery Charger Pro Mariner 3 Bank 20 amp.	
	12 volt Power socket. 4 ( 1 Helm position, 1 Nav position 1Laz box 1 forward well)	
	2 - Interior cabin fans	
	Carbon Monoxide Detector	
	Gas Fume Detector	
	Compass Ritchie Model HF-743 c/w Light	
	2 USB plugs one in Nav console one in aft cabin cabinet strb side	
	Horn Electric Model Organo	
	2 Golight L.E.D Stryker Spotlights mounted Strb & Port side cabin roof cabin roof. c/w remote control	
	2 - Dimmer switches	
	6 white lights - 3 each side ,c/w dimmer and individual switch as well as a main OFF /ON switch	
	6 LED interior lights 3 each side RED c/w dimmer	
	Deck/Docking lights 2- 10 inch 1-port 1-strb LED 2-6 inch aft LED Lights	
	2 Red LED lights in tube cradle in forward well c/w/ dimmer	
	2 Red LED aft deck lights flush mount into tube cradle c/w dimmer	
	Navigation Lights including port, starboard and all-around steaming/anchor light LED model	
	Amber LED Tow light	
	2 roof vents	
	1 - Ceiling light fixtures	
	2 red Map lights 1 Port console 1 Strb Console	
	1 - Red & White light	
	<b>Enforcement Equipment</b>	
	Whelen Siren/PA 295HFSA1 c/w 100w Speaker SA122DBA	
	Scorpion Light Bar 970L-3505 all blue	
	<b>Safety Equipment</b>	
	ACR GlobalFix !PRO 406 MHZ GPS EPIRB Cat II Manual Deploy	
	2 - Fire Extinguishers Class 10 BC Marine Type with custom bracket	
	24 " Life ring with 50 feet of line and Bracket	
	Fortess FX-11Anchor and chain 25' and 200 feet 1/2 line	
	Orion Life Boat first Aid Kit USCG App. Commercial 189 items	
	Comet Solas Life Bouy Light / Distress light c/w bracket	
	Comet Distress Flare 6 pack	
	<b>OTHER</b>	
	Flooring 3/8 Shock and sound anti fatigue matting	
	Whale "Gusher" Manual Pump	
	Towing Bollards on transom	
	D10W Espar heater and kit - 17,000 BTU c/w registers, fans, racor filter and 20 L fuel reservoir. Heat outlets located in the cuddy cabin, navigation position, near the floor at the helm position. Front windshield shall have a variable speed fan/defroster capable of clearing the entire windshield area. 2 required. These will blow hot and/or cold air.	
	Diesel tank 24.6 litre for heating system	
	6 - 10" latches (cleats)	
	<b>ELECTRONICS</b>	
	Garmin GPSMaps 8215 15 inch Display	
	Garmin GPSMaps 8208 8 inch Display	





Name Tuff Trailers  
 Address 7157-4 Guide Meridian  
 City Lynden, Wa. 98624  
 Phone 360.398.0300  
 Email sales@tufftrailer.com

Name Titan Inflateables Ltd.  
 Shipping Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_  
 Phone 250-656-3153

Name \_\_\_\_\_  
 Billing Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_  
 Phone \_\_\_\_\_

DATE	DATE REQUIRED	SHIPPED VIA	TERMS	PURCHASE ORDER
8/27/2014				Sheriffs Dept, Lake Tahoe, Nevada

QTY	PART NUMBER	DESCRIPTION	COST	TOTAL
1	TTA13000T	Aluminum Boat Trailer(28-30)		\$8,058.00
		Electric Over Hydraulic Disc Brake Actuator		\$606.00
		2 Spare & Mount		\$438.00
		Aluminum Wheel Upgrade	\$59.00	\$472.00
		Bunk Slides		\$166.00
		2 Post Side Guides		\$324.00
		Spindle End Unit		\$305.00
		Bow Stop Ladder		\$306.00
		Prices are in US Dollars		\$10,675.00

PLEASE EMAIL OUR PURCHASE ORDER BACK AS CONFIRMATION

APPROVED BY \_\_\_\_\_

A 50% deposit is required on all orders, deposits are non refundable. Boat Trailer Work Sheet Required.

APPENDIX B  
PAYMENT SCHEDULE

COPY



2011 Malaview Ave West, Sidney, B.C. V8L 5X6  
 Tel: (250) 656-3153 Fax: (250) 656-3157 Email: andrew@titanboats.com  
 website: www.titanboats.com

**TERMS OF REFERENCE**

for

**DOUGLAS COUNTY SHERIFF'S DEPARTMENT**

**QUOTE #14029**

**UnderSheriff Paul Howell 775-782-9999**

<b>PAYMENT SCHEDULE:</b>		
Titan 280 Pilot Aluminum RHIB with Highliner Trailer		<b>\$ 245,190.58</b>
	<b>Total</b>	<b>\$ 245,190.58</b>
First Payment: 10% upon Receiving Purchase Order		<b>\$ 24,519.06</b>
	<b>Total</b>	<b>\$ 24,519.06</b>
Second Payment: 40% Hull and Cabin basically completed		<b>\$ 98,076.23</b>
	<b>Total</b>	<b>\$ 98,076.23</b>
Final Payment: 50% on completion and sea trialed/accepted		<b>\$ 122,595.29</b>
	<b>Total Final Payment</b>	<b>\$ 122,595.29</b>
<b>Total Cost in US FUNDS</b>		<b>\$ 245,190.58</b>
<b>To be delivered to Douglas County, Nevada USA</b>		
<i>Requested changes to original agreed contract will need to be in writing and a cost/credit attached and agreed to before they will be implemented.</i>		
<b>CC: Wendy Sims Project #724</b>		

APPENDIX C  
WARRANTY

COPY



## APPENDIX C

# TITAN INFLATABLES LTD. STANDARD WARRANTY

### GENERAL

Titan Inflatables Ltd. supplies a general one (1) year warranty, which applies only to the vessel and those components, manufactured exclusively by or installed by Titan Inflatables Ltd. or its subcontractors and not covered by a specific manufacturer's or supplier's warranty. Titan Inflatables Ltd. further supplies a specific LIFETIME warranty, which applies exclusively to the structural hull of the vessel.

### LIMITED ONE YEAR VESSEL WARRANTY

Titan Inflatables Ltd. warrants each vessel to be free of defects caused by faulty workmanship or defects in materials under normal use and service for a period of one year from the date of manufacture. During this period warranty repairs will be made without charge, either by Titan Inflatables Ltd. or, at Titan Inflatables Ltd.'s option, by an authorized repair centre. It is the responsibility of the owner of the vessel to notify Titan Inflatables Ltd. in writing of any defects, which may need to be rectified under this warranty. All warranty repairs must have the prior approval of Titan Inflatables Ltd. before repairs are commenced. Titan Inflatables Ltd. will not be responsible for the cost of repairs carried out without their written prior authorization.

### LIFETIME HULL WARRANTY

Titan Inflatables Ltd. warrants each hull to be free of defects caused by faulty workmanship or defects in materials under normal use and service for the life of the vessel from date of manufacture. This hull lifetime warranty, applies to the original owner of the vessel. It is not transferable. During this period warranty repairs will be made without charge, either by Titan Inflatables Ltd. or, at Titan Inflatables Ltd.'s option, by an authorized repair centre. It is the responsibility of the owner of the vessel to notify Titan Inflatables Ltd. in writing of any defects, which may need to be rectified under this warranty. All warranty repairs must have the prior approval of Titan Inflatables Ltd. before being commenced. Titan Inflatables Ltd. will not be responsible for the cost of repairs carried out without their prior authorization.

### EXCLUSIONS FROM WARRANTY.

#### Neither of these warranties shall apply to:

Engines, outdrives, controls, propellers, batteries or any accessories carrying their own individual warranties.

Installations of engines or any accessories installed by anyone other than Titan Inflatables Ltd.

Windshield or window breakage or leakage.

Paint finishes including hull, cabin or bottom paints.

Canvas, vinyl, upholstery, plastic, fabric or trim.

Any Defiant or Challenger vessel, which has been altered from its original configuration, subject to misuse, negligence or accident or used for racing, purposes.

Any vessel which has been sold or transferred from the original owner.

Damage caused by accident or through trailer damage.

The obligation of Titan Inflatables Ltd. shall be limited to the repair or replacement of any parts, which are judged to be defective by Titan Inflatables Ltd. Titan Inflatables Ltd. will not be liable for costs or charges derived from inconvenience loss of use, financial or commercial losses howsoever caused. Neither shall Titan Inflatables Ltd. be liable for haul out, launching, towing or storage charges, inconvenience or loss of time or income, or any other consequential damages of any kind or nature.

June 19, 2014

Titan Inflatables Ltd.

2011 Malaview Avenue W. Sidney, B.C., V8L 5X6

Tel: (250) 656-3153

Fax: (250) 656-3157

Email: [carswell@titanboats.bc.ca](mailto:carswell@titanboats.bc.ca)

Website: [www.titanboats.com](http://www.titanboats.com)

COPY

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

5th day of Nov, 2014

By [Signature] Deputy

