##### 2015 California Emissions-Ready

##### Cummins Marine 750 HP QSK 19 T3 Turbo Engine

##### Purchase Agreement

THIS AGREEMENT, MADE THIS \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_ 2015, by and between the Humboldt Bay Harbor, Recreation and Conservation District, hereinafter called the “DISTRICT” and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ doing business as (an individual), or (a partnership), or (a corporation), hereinafter called “SUPPLIER.”

WITNESSETH: That for and in consideration of payments and agreements hereinafter mentioned:

1. SUPPLIER will provide the Cummins Marine Turbo Engine described in Exhibit A, which is incorporated by reference as part of this Agreement.
2. SUPPLIER will furnish all of the equipment and other services necessary for the transportation and delivery of the Cummins Marine Turbo Engine described in Exhibit A.
3. SUPPLIER will commence the assembly of the Cummins Marine Turbo Engine upon notice of award and will complete the transportation and delivery of same on or before 5:00 PM, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ unless the period for completion is extended otherwise by agreement of the DISTRICT.
4. SUPPLIER agrees to deliver the Cummins Marine Turbo Engine described in the Proposal Specifications, (Exhibit A) and comply with terms therein for the sum of $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
5. Payment will be made within 30 days of delivery and acceptance by the DISTRICT.
6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
7. SUPPLIER shall at its own cost and expense, procure and maintain a policy of Workers’ Compensation or Employer’s liability insurance for the protection of its’ employees engaged in the work required by this agreement.
8. SUPPLIER shall be responsible for procuring any necessary shipping costs for the delivery and the costs or fees for any transportation permits, and shall be responsible for any sales tax on the components used in the work.
9. SUPPLIER shall be responsible for all costs of shipping property to DISTRICT.
10. SUPPLIER shall correct any defective work subsequently discovered on all incomplete, inaccurate, or defective components and/or parts rendered by SUPPLIER and shall be remedied by SUPPLIER on demand without cost to DISTRICT for a period of three (3) years on the housing of components and one (1) year on all internal parts commencing on the date of acceptance of Cummins Marine Turbo Engine by DISTRICT.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in quadruplicate, each of which shall be deemed and original on the date first above written.

Humboldt Bay Harbor, Recreation &

Conservation District

ATTEST:

(Seal) By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Jack Crider

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Executive Director

Secretary

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SUPPLIER (Seal)

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

Reviewed:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

District Counsel

**EXHIBIT A**

# PROPOSAL SPECIFICATION

##### 2015 California Emissions-Ready

##### Cummins Marine 750 HP QSK 19 T3 Turbo Engine

# SECTION I. SCOPE OF WORK

The successful proposer will supply to Humboldt Bay Harbor District a new 2015 California Emissions-Ready Cummins Marine 750 HP QSK 19 T3 Turbo Engine (Turbo Engine), which will be installed in the Harbor District’s dredge. The Turbo Engine will be complete with all items that may be needed to install into the existing frame supports and connected to existing reduction gear, wiring, cooling, fuel and oil filter housings and their supports. It will be the responsibility of the engine supplier to ensure that the new replacement engine will make all connections to existing reduction gear, controls, wiring and all other items to make a complete engine package.

Harbor District personnel will remove old engine and clean engine cradle mounting area. Old engine assembly will be set up in a dry enclosed area agreed upon by both parties for the purpose of reduction gear and hard part transfer to new engine. After transfer of reduction gear and coupler, mounting hardware and any other items that may be needed to reinstall new engine into dredge mounting cradle. Harbor District personnel will install the new engine into dredge engine cradle. Harbor District will be responsible for any incidental items that may be needed to facilitate engine installation. Engine supplier, with the assistance of the Harbor District staff, will insure that all connections and controls are in place and functioning necessary to start and run the new engine for a minimum of a 30-minute pre-run.

**Items to be supplied:**

1. New 2015 California Emissions-Ready Cummins Marine 750 HP QSK 19 T3 Turbo Engine, air cleaner, (24Volt) electric-starter, alternator, heat exchanger, sea water pump as required, flywheel/flywheel housing-SAE#0, wet exhaust manifold, mechanical throttle interface, oil dipstick and brackets, engine oil cooler as required, oil pan, all sump shallow, oil drain hoses-engine, water inlet/outlet connections, torsion vibration analysis.
2. Engine instrument panel & harnesses to include: shipped loose, Engine-CIB (customer interface box), Main station panel controller with Electronic Digital Display, engine room controller with EDD and Harness pre-wired and made to Harbor District lengths, gear reduction oil pressure sender and gauge with mounting hardware.
3. The coupler, engine to gear reduction unit.
4. Twenty four (24) hours of labor to assist with engine to reduction gear mounting, hardware, harness and controls and assist in startup procedures, minimum two (2) hours sea trial.
5. Fifty (50) hours oil service and inspection by selling dealer and oil samples taken and sent for analysis.

# SECTION II. LOCATION OF DELIVERY

The **SUPPLIER** will deliver the Turbo Engine to the Fields Landing Boat Yard, located at 1 Yard Road, Fields Landing, California.

# SECTION III. INSURANCE

**A. Public Liability**

The **SUPPLIER** shall take out and maintain, throughout the period of this contract comprehensive general liability insurance with minimum limits $1,000,000 combined single limit (CSL), or $1,000,000 bodily injury per occurrence and $1,000,000 property damage per occurrence, covering all bodily injury and property damage arising out of its operation under this agreement.

# SECTION IV. PAYMENT

Payment for the turbo engine specified in these provisions will be made as follows: 75% upon delivery and the remaining 25% upon installation and start-up. The price paid for the said turbo engine shall be considered as full compensation for furnishing the Turbo Engine as specified herein.

**SECTION V. WARRANTY AND TRAINING**

**Warranty and Training:**

The Harbor District requests a cost (to be detailed on the attached Proposal Sheet) for the following minimum warranty and service agreement.

Warranty One (1) year warranty from completion of sea trial. Additional two (2) years extended coverage will be provided for a total of three (3) years/10,000 hours coverage.

Training Manuals for Harbor District Maintenance staff and Security personnel in the proper installation, use, care, maintenance, and operation of the Turbo Engine will be provided at no extra cost.

**EXHIBIT B**

# PROPOSAL SHEET

##### 2015 California Emissions-Ready

##### Cummins Marine 750 HP QSK 19 T3 Turbo Engine

**Proposed Item Proposed Amount**

2015 California Emissions-Ready

Cummins Marine 750 HP QSK 19 T3 Turbo Engine

Including listed items in Section 1. Scope of Work \_\_\_\_**\_\_\_\_\_\_\_\_\_\_\_**

Warranty and Training

3a Warranty \_\_\_\_\_\_\_\_\_\_\_\_\_\_

3c Training \_\_\_\_\_$0.00\_\_\_\_\_

Shipping and Handling Costs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Taxes \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Total Proposal**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**References: Please include names, addresses, and phone numbers of at least three comparable jobs. Please use additional sheet.**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, representing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Firm

do hereby certify the above bid as true and correct.