

## **Portable Electrical Vibracore System Purchase Agreement**

THIS AGREEMENT, MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016, 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 Portable Electrical Vibracore System 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 Portable Electrical Vibracore System described in Exhibit A.
3. SUPPLIER will commence the assembly of the Portable Electrical Vibracore System 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 Portable Electrical Vibracore System described in the Proposal Specifications, (Exhibit A) and comply with terms therein for the sum of \$ \_\_\_\_\_.
5. Payment will be made as defined in EXHIBIT A, SECTION IV.
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 one (1) year on the housing of components and one (1) year on all internal parts commencing on the date of acceptance of Portable Electrical Vibracore System by the 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)

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Jack Crider  
Executive Director

\_\_\_\_\_  
SUPPLIER (Seal)

By \_\_\_\_\_

\_\_\_\_\_  
Address

Reviewed:

\_\_\_\_\_  
District Counsel

## EXHIBIT A

# PROPOSAL SPECIFICATION Portable Electrical Vibracore System

### SECTION I. SCOPE OF WORK

The successful proposer will supply to Humboldt Bay Harbor, Recreation and Conservation District a new complete Portable Electrical Vibracore System.

#### **Items to be supplied:**

- 1- 115VAC, 1HP, electric vibratory power head, capable of penetrating depositional material in salt or fresh water to a depth of 100 meters, vibratory frequency in the range of 8,000RPM to 10,000RPM,
- 1- 100 foot submersible 115VAC, 15A single phase, power cable
- 2- Attachable weights that can be added on to the system for additional penetration
- 1- Flange incorporating a check valve and having the ability to hold a 4.00" OD core tube of either metal or plastic.

#### **Accessories to be included are:**

- 2- Aluminum metal pipes (core tubes) of length 10' with specifications of 4.00" OD and 0.125" wall thickness.
- 2- Clear plastic pipes (core tubes) of length 10' with specifications of 4.00" OD and 0.125" wall thickness.
- 2- Stainless steel core nose that will fit and attach via rivets to the core tubes.
- 1- Stainless steel sediment core catcher that will fit and attach via rivets to the core tubes.
- 1- Drill hole jig, for drilling holes to accommodate the drill hole pattern of the core catcher.

**A warranty of at least 1 year will be included and cover all major working parts.**

### SECTION II. LOCATION OF DELIVERY

The **SUPPLIER** will deliver the, Portable Electrical Vibracore System to 601 Startare Drive, Eureka, 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 Portable Electrical Vibracore System specified in these provisions will be made as follows: 50% upon acceptance of proposal and execution of order. 25% upon delivery of the Portable Electrical Vibracore System. Remaining 25% when training is completed.

### **SECTION V. WARRANTY AND TRAINING**

#### **Warranty and Training:**

Warranty	One (1) year parts and labor warranty from completion and delivery of the Portable Electrical Vibracore System.
Training	The Harbor District requests a one day training on the set up and operation of the Portable Electrical Vibracore System upon delivery. The training will be held at 601 Startare Drive, Eureka, CA, and the cost will be included in the proposal. Manuals for Harbor District Maintenance staff on the proper use, care, maintenance, and operation of the Portable Electrical Vibracore System will be provided at no extra cost.

**EXHIBIT B**

**PROPOSAL SHEET**  
**Portable Electrical Vibracore System**

**Proposed Item**

**Proposed Amount**

Portable Electrical Vibracore System

\_\_\_\_\_

Training

\_\_\_\_\_

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 proposal as true and correct.