

**RESOLUTION NO. ~~SD23-010~~**  
**OF THE BOARD OF DIRECTORS OF**  
**NEVADA COUNTY SANITATION DISTRICT NO. 1**

**RESOLUTION AUTHORIZING THE NEVADA COUNTY  
SANITATION DISTRICT NO. 1 TO PURCHASE A TOWABLE  
STANDBY GENERATOR FOR \$39,972.00 AND AMEND THE BUDGET  
FOR FISCAL YEAR 2023/24 AND RELEASE FUND BALANCE FROM  
THE LAKE OF THE PINES AND LAKE WILDWOOD OPERATING  
AND MAINTENANCE FUNDS (4/5 AFFIRMATIVE VOTE REQUIRED)**

WHEREAS, there is a continuing need to replace some of the aging equipment for the Sanitation District; and

WHEREAS, a towable standby generator has been identified as a needed replacement that will allow the District to perform both scheduled field work and emergency response activities; and

WHEREAS, the purchase requires approval of a Capital Asset; and

WHEREAS, the Generator cost will be split between Zone 1 and 2; and

WHEREAS, a budget amendment is required for Fiscal Year 2023/24 budget.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Directors of Nevada County Sanitation District No. 1:

1. Authorize the purchase of a capital asset (40KW towable standby generator) in the amount of \$39,972.00
2. Authorize the Auditor Controller to release fund balance for fund 4728 in the amount of \$19,986
3. Authorize the Auditor Controller to release fund balance for fund 4740 in the amount of \$19,986
4. Authorize the Auditor Controller to amend Fiscal Year 2023/24 budget and encumber funds as follows:

4728 91005 709 2000 540600 \$19,986  
4740 91005 709 2000 540600 \$19,986

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Nevada County Sanitation District No. 1, held on the 24th day of October, 2023, by the following vote:

Ayes: Directors Heidi Hall, Edward C. Scofield, Lisa Swarthout, Susan Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Directors

By: 

  
Edward C. Scofield, Chair



August 20, 2023

QUOTE#QNECOSD92023AG-SDG45

Tony Larios  
950 Maidu Ave.  
Nevada City, CA 95959  
E-Mail: Tony.Larios@nevadacountyca.gov  
Phone: (530) 913-7158 cell

**RE: SDG45 Trailer Generator**

Thank you for the opportunity to provide pricing for the generator set and system accessories on the above referenced project. We are pleased to quote as follows:

**ITEM 1: Equipment**

**One (1) Airman SDG45 Trailer Generator**

- o Isuzu / 4LE2X Diesel Engine
- o EPA Tier4 Final, Certified
- o Water Cooled, 1800 RPM
- o Multiple Voltage Selector
- o Sound Attenuated Enclosure
- o Generator Mounted on Trailer
- o Prime Rating 31kw-36kw Standby Rating 31.1kw-39.6kw
- o 80.5 Gallon fuel tank Run time full load est 27hr
- o *Included Option: **Battery Charger***

**Will Call Price 150 Nardi Lane Martinez CA 94553 ----- \$37,507.20 (+tax & freight)**

*Freight Estimate - \$1,200.00 (estimate purpose only subject to change at time of order)*

*Estimate Lead Time = 1 Month*

**Scope of Work**

- o Equipment Only

**Quotation Notes:**

- o Estimate lead time is TBD weeks after receipt of order & signed submittal is returned
- o Delivery time is an estimate and subject to change
- o No equipment will be ordered without written release to proceed – price changes issued by the manufacturer after quotation validity and prior to release will be passed along to the customer
- o Submittals can be provided in 2 weeks from receipt of order
- o CARB, DMV, Permits, Engineering, Termination of connections, Special Inspection, Fueling, Delivery, Training, Installation **not** included
- o Pricing is based on work being completed during regular business hours unless otherwise stated.
- o Any other work except stated above not included

**Clarifications:**

1. This proposal is in accordance with your verbal request. We are not responsible for any errors in sizing of equipment. Therefore, it should be reviewed by an engineer prior to purchase.
2. Upon review, additional charges may be required and thus quoted, if engineering or city inspectors require changes to the initial design we've proposed.
3. OSHPD paperwork and certification are excluded. This is the responsibility of the customer.
4. **All permits must be obtained prior to installation of the equipment.**

**Corporate Headquarters:**

150 Nardi Lane  
Martinez, California 94553  
Phone 925.229.2700  
Fax 925.229.2702  
Contractor License #757162

**Sacramento Branch:**

4372 Pinell Street  
Sacramento, California 95838  
Phone 916.564.2622  
Fax 916.564.1083

5. For Diesel Engine Generators. **Do not fuel until pressurized Tank Testing is complete** and signed off by local Hazmat authority.
  6. "Engines located on or near school grounds: New Stationary emergency standby diesel-fueled engines (>50 bhp) located on school grounds or 100m or less from a school which exists at the date the application for Permit to Construct or Permit to Operate is deemed complete, whichever is earlier shall emit diesel PM at a rate less than or equal to 0.01 g/bhp-hr" which means that a PM Filter will be necessary. If the generator is within 100 meters of a Kindergarten-12<sup>th</sup> grade school and there is not a price for a PM Filter on this quote please contact us immediately.
  7. Some local AHJ's will require field inspections, additional testing, interconnection with a Fire Alarm system or BMS, or verifying functionality on certain components/alarms/monitoring. We are bidding to the plans and specifications provided and cannot cover any and all potential testing that may be requested by AHJ's. We are bidding to a design spec for a project awarded based on pricing. It is the responsibility of the Consulting/Specifying Engineer to provide the required information to bid the project properly. Typically, the testing/inspection does not require attendance by a CDP technician but in certain instances it does. Please contact us with the specific requirements in writing that apply to your project (from your approved fire permit, County HazMat permit or your inspection corrections) once you have them and our Service Department can quote it accordingly
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Pricing: Valid 30-Days from date on quote. Pricing may be adjusted after submittals and air quality acceptance. Any material pricing increase of 10% or more from date of quote will result in charge order for additional material cost.

Restocking: A restocking fee of 15% will apply for cancellation after receipt of purchase order and up to 60 days prior to scheduled order shipment date. Cancellation 60 days or less before scheduled shipment date will result in full PO charges.

Storage: CD & Power will not be held responsible for damage, burglary or vandalism that may occur while equipment is stored at our facility. Storage for more than one month will result in a \$100.00/week storage fee. A secondary shipping and/or crane charge to jobsite may also apply.

Supply chain: Delays due to supply chain issues can be expected. CD & Power is not responsible for parts delay, additional cost for delay in parts for repair is at customer's expense. Material cost increases incurred during contract period of more than 3% will be added to the cost of the project.

Please do not hesitate to give us a call with questions or concerns.  
Sincerely,

Alex Grijalva  
Sales Project Coordinator  
925-229-2700 ext. 112  
[AlexG@gotpower.com](mailto:AlexG@gotpower.com)

James Kim  
Sales Engineer  
925-229-2700 ext. 128  
[James@gotpower.com](mailto:James@gotpower.com)

Mike Sartorio  
Business Development Manager  
925-229-2700 ext. 134  
[MSartorio@gotpower.com](mailto:MSartorio@gotpower.com)

## CONDITIONS OF SALE

The Terms and Conditions of Sale below constitute an Agreement between CD & Power and Customer. The provisions of this agreement supersede all prior agreements, negotiations, representations and warranties whether written, oral or otherwise, and no waiver, alteration, or modification of this agreement shall be binding unless agreed to in writing and signed by both CD & Power and customer.

QUOTATIONS are valid for thirty (30) days from the date of quotation unless agreed to in writing by CD & Power. Any material pricing increase of 10% or more from date of quote will result in charge order for additional material cost. A Quotation is not a valid acceptance of an offer to sell unless (1), a Purchase Order signed by an authorized representative of the Customer is received by CD & Power or (2), approved by CD & Power Credit Department. Equipment in stock is subject to prior sale.

A recent California Air Resources Board rule requires that a particulate trap be added to generators for jobs located at or within 100 meters of a school grades K through 12 or day care centers. If your jobsite is within these requirements we will be glad to provide you price adders for the installation of a particulate filter.

SPECIAL ORDERS - A nonrefundable deposit is required for all special order equipment and accessories. The deposit will be applied against the balance of the equipment invoice and cancellation charges, if any.

CHANGES AND MODIFICATIONS - Customer agrees to pay for any changes in scope, design or work plan from that ordered. CD & Power shall have the right to subcontract any or all work covered by the sale. Sale is non-assignable by the Customer without prior written approval of CD & Power.

TERMS - All billings are net fifteen (15) days from the date of invoice upon credit approval. Retention is not acceptable. Customers not adhering to payment terms agree to pay delinquency charges of 1.5% per month or the maximum allowable by law, whichever is greater, on the unpaid balance. If CD & Power commences an action to collect amount due the Customer agrees to reimburse CD & Power all collection costs, attorney fees and court costs.

FINAL ACCEPTANCE - Final acceptance shall occur at time of delivery. Offloading is the Customer's responsibility unless otherwise provided for. Storage and interest charges will result when equipment and accessories ready for shipment to the Customer are held in CD & Power inventory due to Customer's inability to accept delivery.

WARRANTY - All implied warranties including without limitation merchantability and fitness for a particular purpose are excluded from this Agreement. CD & Power disclaims all liability for special, incidental, and consequential damages. The only warranty for equipment sold to the Customer shall be the Manufacturer's warranty. CD & Power obligation is limited to rework or replacement of materials necessary to correct any condition of the equipment resulting from defects in material. On stationary units, Manufacturer's warranty is not effective until Start Test is performed by CD & Power. Start and Test must be paid in advance.

RETURNED MERCHANDISE - Equipment, accessories and parts cannot be returned without CD & Power written approval. Equipment, accessories and parts must be in salable condition. Customer must pay transportation costs and restocking charge of twenty-five percent (25%) of invoice amount.

SECURITY INTEREST - CD & Power retains and Customer hereby grants CD & Power a Security Interest in equipment sold, including all accessions to and replacements of the equipment, until the Customer has made payment in full in accordance with the provisions herein. Customer shall cooperate fully with CD & Power in executing such documents as CD & Power may deem necessary for the protection of such Security Interest.

TAXES, LICENSES, PERMITS AND INSURANCE - Customer shall pay to CD & Power the amount of any sales, use, excise, duty or similar tax attributable to the sale covered hereby, whether or not included in the purchase or quotation price. CD & Power will assume no responsibility for obtaining permits or licenses other than those specifically provided for. Customer shall reimburse CD & Power for the cost of providing any insurance related rights or waivers associated with CD & Power existing insurance policies. Where taxes do not apply upon sale or resale, Customer shall provide CD & Power with appropriate exemption certificates.

Customer acknowledges that he has not relied on CD & Power skill or judgment in the selection of equipment and that any technical advice or specifications solicited regarding the equipment shall be used at Customer's own risk. Any noncertified drawings provided are descriptive in nature and not warranties of performance.

Except as expressly provided herein, the Agreement shall be governed, construed, and interpreted by the laws of the State of California. The United Nations Convention on Contracts for the International Sales of Goods (CISG) shall not apply. CD & Power elects to opt out of the CISG. Waiver by CD & Power of any breach of the Terms and Conditions of Sale included herein or on any attachment shall not be construed as a waiver of any other breach. Waiver by CD & Power of any breach must be in writing.

QUOTE#QNECOSD92023AG-SDG45

CUSTOMER'S REMEDIES - CD & Power shall not be in default and shall not be liable for delays by equipment manufacturers or suppliers or any other circumstances beyond CD & Power reasonable control. Customer's exclusive and sole remedy on account or in respect of any breach, or to any express or implied warranty, shall be to secure replacement. Correction of any nonconformity shall constitute complete fulfillment of all liabilities of CD & Power. CD & Power aggregate liability in any customer claim shall not, under any circumstances, exceed the payment received by CD & Power for the equipment and services furnished. CD & Power liability shall be limited to those claims arising solely from the acts of the CD & Power. CD & Power shall not be liable whether in contract or in tort or under any other legal theory for loss of revenue, use, or profit or for the cost of any labor expended. Customer agrees to indemnify, save and hold CD & Power harmless for any special, direct, indirect, incidental, accidental or consequential damages to anyone by reason of any breach of contract or of any express or implied warranty.

**Payment Intervals upon Acceptance of Proposal:**

- 50% - Mobilization/Equipment Ordered
- 50% - Upon Equipment Arrival @ CDP

The authorized purchaser identified below accepts this proposal and agrees, upon acceptance by CD & Power, to purchase and pay for this equipment, accessories and service in accordance with the CD & Power Conditions of Sale and Standard Terms & Conditions.

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Purchaser Authorized Signature: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Date: \_\_\_\_\_

Purchase Order: \_\_\_\_\_

# ESTIMATE

**Generator World Inc**  
2534 Del Paso Blvd  
Sacramento, CA 95815

generatorworldinc@gmail.com  
+ 1 (916) 668-0605



Tony Larios

**Bill to**

Tony Larios  
950 Maidu Ave Nevada City, Ca 95959

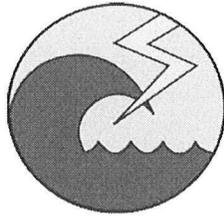
**Ship to**

Tony Larios  
950 Maidu Ave Nevada City, Ca 95959

**Estimate details**

Estimate no.: 1144  
Estimate date: 09/19/2023

Product or service		Amount
1. <b>Airman SDG40</b>	1 unit × \$38,663.00	\$38,663.00
Trailer Mounted Diesel Generator		
	Subtotal	\$38,663.00
<b>Note to customer</b>	Sales tax	\$3,238.03
Thank you for your business.	<b>Total</b>	<b>\$41,901.03</b>



# Pac Machine Company

SPARKS, NV

From: Gerard Marquez  
Pac Machine Company  
8570 23rd Avenue  
Sacramento, CA 95826  
Phone: (916) 387-1336  
Fax: (916)387-1380

To: Tony Larios  
Of: Nevada County  
Email/Fax: tony.larios@nevadacountyca.gov  
Phone: 530 913 7158  
Re: 50KVA Doosan Quote  
Date: 09.20.23

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Call Gerard Marquez @ mobile 916-416-2252 or email @ gerard@pacmachine.com w/questions per your request we're pleased to quote the following.

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Qty	Description	Price Each	Amount
1	Doosan Model: G50WDO-3A-T4F, Rating: 40 Kw Prime Power / 50 KVA. Diesel powered, ( Doosan D24), Trailer Mounted, Sound attenuated, (Critical silenced), in a lockable enclosure, Tier 4F., See attached Cut Sheet, standard equipment, and the listed options below. Trailer, Jack Stand & Ball Coupler.	\$35,787.32	\$35,787.32
1	Freight	\$1,500.00	\$1,500.00
		Tax (8.375%) 7.5%	\$2,997.19
		<b>TOTAL:</b>	<b>\$40,284.51</b>

FOB: SC

Delivery: 2-4 weeks

Thank you very much for the opportunity to quote.

Gerard Marquez

revised tax amt \$2,684.04

revised total: \$39,971.36