



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** July 15, 2021

Staff Contact: Carol Akers, Purchasing and Contracts Administrator and Darren Schulz, Public Works Director

Agenda Title: For Possible Action: Discussion and possible action regarding the purchase of one Caterpillar diesel generator for use at the Carson City Landfill's new scale facility for \$59,845.00 through a joinder contract between Caterpillar Inc. ("Caterpillar") and Sourcewell. (Carol Akers, cakers@carson.org and Dan Stucky, dstucky@carson.org)

Staff Summary: Approval of this item would allow the Department of Public Works to purchase a new diesel generator that is needed to support the Landfill's new scale facility during power outages. Consistent with the terms of the joinder agreement between Caterpillar and Sourcewell, Caterpillar's authorized dealer, Cashman Equipment Company, will fulfill this purchase.

Agenda Action: Formal Action / Motion **Time Requested:** Consent

Proposed Motion

I move to approve the purchase as presented.

Board's Strategic Goal

Efficient Government

Previous Action

January 21, 2021 - the Board of Supervisors ("Board") approved Contract 20300208 for the fabrication and installation of 3 new truck scales.

May 20, 2021 - the Board approved Contract 20300207 for the construction of new inbound and outbound truck scales, new scale house building, and modifications to the entrance road into the landfill to accommodate the new facility.

Background/Issues & Analysis

The generator will be used to provide emergency backup power to the new Landfill scale facility, which will be constructed in the summer of 2021. Installation of the generator is included in the scope of work of the contractor constructing the new facility under Contract 20300207, approved by the Board on May 20, 2021, but the City is responsible for providing the generator.

Sourcewell is a public agency of the State of Minnesota that acts as a cooperative purchasing organization. The joinder contract being utilized is:

Sourcewell/NJPA Contract #032119-CAT, expires 5/13/2023

<https://www.sourcewell-mn.gov/cooperative-purchasing/032119-cat#tab-contract-documents>

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.195(1)(c); Minn. Stat. § 123A.21

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Project # P390419003

Site Improvements Account #2103939-506503

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Project# P390419003 will be reduced by \$59,845.00. The available budget is \$448,760 after Fiscal Year 2021 budget roll-forward.

Alternatives

Do not approve the purchase and provide alternative direction to staff.

Attachments:

[CAT_Genset_6.28.21.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)



3300 St. Rose Parkway | Henderson, NV 89052
 Main (702) 649-8777 | Fax (702) 639-5090

Proposal

Date	June 28, 2021
Quote Expires	Thirty (30) Days
Quote No.	TL20226 – 30776400
Revision	02

Sourcewell Pricing

Project Name: Carson City – Landfill Entrance Facility

We are pleased to provide pricing per the following proposal and bill of materials. Drawings EP601 along with ASCO suggested specifications for ATS and MTS quick disconnect were reviewed prior to completing this proposal.

Submittal lead time 1-3 weeks.

Current estimated lead time on equipment will be **15-17 weeks** ARO. Actual project lead times and delivery schedule will be confirmed at time of equipment release to order. Individual items may be available for earlier shipment. Contact your Cashman Sales Rep for details.

CAT D80-8, 80kW Diesel Generator Set	List	\$42,629.00
	Sourcewell Discount (less)	<u>\$13,215.00</u>
	Sourcewell Sale Price	\$29,414.00
ASCO 260A ATS & 260A MTS Quick Disconnect	List	\$24,363.00
	Sourcewell Discount (less)	<u>\$1,218.00</u>
	Sourcewell Sale Price	\$23,145.00
Extra Costs – Startup/Commissioning, Freight Etc.	Total Extras	\$7,670.00
	Sourcewell Discount (less)	<u>\$384.00</u>
	Sourcewell Extras Sale Price	\$7,286.00
Total	Total Sourcewell Approved Price	<u>\$59,845.00</u>

Price includes freight to job site, start up, commissioning, site testing and owner training on equipment provided by Cashman Equipment. Also includes **Standard** Caterpillar and ASCO parts and labor warranty on equipment.

This quote does not include additional testing, equipment or certifications in specifications that were not supplied to Cashman Equipment prior to completing this proposal.

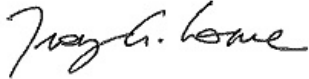
ALL PRICES UNLESS SPECIFICALLY NOTED ARE FOB SITE WITH OFFLOAD AND INSTALLATION BY OTHERS, PLUS ANY APPLICABLE TAX.

NOT INCLUDED: CRANE TO OFFLOAD, INSTALLATION, FUEL, TAX.

Thank you for the opportunity to quote this equipment.

Sincerely,

CASHMAN POWER SOLUTIONS



Troy Lowe

Power Solutions Sales Engineer

Cell: 702-757-5923 | Email: troylowe@cashmanequipment.com

Project Name: Carson City – Landfill Entrance Facility

Bill of Materials

Generator “GEN-SH”:

Cat Model D80-8 Diesel Generator Set
Cat C4.4 Diesel Engine
80kW
208/120V, 3 Phase, 60Hz
EPA Stationary Emergency
UL2200 Listed
EMCP4.2B Generator Control Panel
Remote E-Stop
Single Circuit Breaker
400A 100% Rated Circuit Breaker
Sound Attenuated Level 2 / Weather Proof Enclosure (75dBA @ 23ft.)
209 Gallon Fuel Tank Base
NFPA Battery Charger UL10A 120VAC
Jacket Water Heater (requires 208-240VAC power)
.8PF Test Report
Sourcewell Complimentary 4yr Extended Warranty Coverage

ATS “ATS-SH”:

ASCO 7000 Series Transfer Switch
Closed Transition
260 Amp
208V, 3 Phase, 4 Wire, 60Hz
3 Pole
NEMA 3R Enclosure
-Accessory Code Description-
7ES – 5101 Engine Start Circuit Monitor. 5101-ATS module pre-wired to the Feature 7 NC Start Signal ready for integration into an engine start monitoring system. (Must be wired to 5101-GEN module at generator)
8B/18G – 2pole D/T contacts that operate when emergency and normal source voltage is present at transfer switch terminals
31Z – Selective Load disconnect circuit to provide a pre-transfer and/or post transfer signal when transferring from emergency to normal and/or normal to emergency. The signal can be programmed to occur during all transfers or only when the transfer is occurring between two live sources. The length of the pre and post transfer delays can be set to 0-5 minutes 59 seconds.
44G – 208-240VAC and or 440-480VAC Accessory 44 Strip heater is designed to keep humidity and or temperature within the ATS enclosure at acceptable levels. This accessory consists of a mounting bracket with strip heater, thermostat and terminal block.
72EE2 – 5170 Quad-Ethernet Module provides transfer switch dashboard screen with password protected control capabilities, email alerts and open protocol support in a single module with an integrated 4 port Ethernet switch.
125A – This Product Meets Or Exceeds The Requirement Of The International Building Code For Importance Factor 1.5 Electrical Equipment. For Use In Zone 4 Or Less Severe Seismic Regions. Consult ASCO for details
135L – ASCO "Digital Power Meter" monitoring the load source for measurement of voltage, frequency, and current. Calculation of Power, Energy, and Power Factor.

1256475 – 5101-GEN Kit = Engine Start Circuit Monitoring System Generator Module.

MTS “QC-SH”:

ASCO 300 Series Manual Transfer Switch
Integrated Quick Connects
260 Amp
208V, 3 Phase, 4 Wire, 60Hz
3 Pole
NEMA 3R Enclosure
-Accessory Code Description-
44G – Strip heater w/ thermostat, wired to load terminals: 208-600 volts
125A – Seismic
170BP1 – Auxiliary contact sets to indicate switch position & LED indication on panel : Source 1, Off, and Source 2, Phase Rotation: and I) Module

Project Clarifications, Deviations & Exceptions:

Cashman Power takes general exception to specified products, services, and attachments which are proprietary to any other manufacturer.

- Full submittal will be issued for review and approval before equipment is released to order.
- All Installation provided by others.
- All nameplates provided by others.

Terms and Conditions:

1. "I" is for the sale of the equipment described on the first page hereof ("Page 1"), including all parts thereof and accessories thereto (collectively, the "Equipment"), by Cashman Equipment Company ("Cashman") to the customer described on Page 1 ("Customer"). This Agreement shall be binding on Cashman only upon its execution of this Agreement, subject to availability of the Equipment.
2. **Title to Equipment.** Title to the Equipment shall pass to Customer upon receipt by Cashman of the purchase price and all other sums due hereunder.
3. **Payment.** Customer shall pay all amounts due hereunder within ten (10) days of receipt by Customer of an invoice from Cashman. Failure to notify Cashman in writing of any dispute regarding an invoice within sixty (60) days of receipt thereof waives Customer's right to dispute such invoice. Customer's obligation to pay amounts invoiced shall be absolute and unconditional and shall not be subject to any delay, reduction, set-off, defense or counter-claim.
4. **Loss and Damage.** Customer assumes all liability and risk of, and shall be solely responsible for, all damage and loss to the Equipment from any cause whatsoever, whether or not such loss or damage is or could have been covered by insurance, upon the earlier of (i) Cashman's tender of the Equipment to the carrier and (ii) receipt by Customer of the Equipment. Until the purchase price and all other sums due hereunder are paid in full, Customer shall promptly give Cashman written notice of any loss or damage.
5. **Loading and Unloading.** Customer is responsible for the loading and unloading of the Equipment. IF CASHMAN EMPLOYEES ASSIST IN LOADING OR UNLOADING THE EQUIPMENT, CUSTOMER ASSUMES THE RISK OF ANY RESULTING DAMAGE OR INJURY AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CASHMAN FROM AND AGAINST ANY LOSS, COST OR EXPENSE (INCLUDING ATTORNEYS' FEES AND EXPENSES) ARISING FROM OR RELATED TO THE SAME, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY CASHMAN'S NEGLIGENCE OR THE NEGLIGENCE OF CASHMAN'S EMPLOYEES, AGENTS OR ASSIGNS.
6. **Insurance.** Customer shall maintain such insurance, with such insurers, in such amounts, for such duration and with such endorsements and certificates as Cashman may specify.
7. **Taxes and Other Charges.** Customer shall promptly pay all taxes, fees, duties, transportation and other costs, assessments and all governmental charges of any kind or character, and any penalties, fines or interest thereon relating to the Equipment.
8. **Delivery.** Customer shall pay for and hold Cashman harmless from all shipping charges and insurance costs. Unless otherwise agreed in writing, Cashman shall deliver the Equipment F.O.B. to the location specified on Page 1 using Cashman's standard methods for packaging and shipping. Cashman's sole responsibility for shipments shall be to deliver the Equipment to a public carrier company. Any time quoted by Cashman for delivery is an estimate only, and Cashman shall not be liable for or in respect of any loss or damage arising from any delay in delivery. No delay in delivery shall relieve Customer of its obligations hereunder. Cashman may, in its sole discretion and without liability or penalty, make partial shipments of the Equipment to Customer.
9. **Taken In Trade.** Customer irrevocably sells, assigns, transfers and conveys possession, ownership and title of any Trade-in Equipment described on Page 1 to Cashman. Customer warrants that it is the sole owner of the Trade-in Equipment, that it has power and authority to sell the Trade-in Equipment, and that no lien or any encumbrance of any kind or nature exists against the Trade-in Equipment. Customer shall not withhold, offset, recoup or debit any other amounts owed (or to become due and owing) hereunder or otherwise to Cashman or any of its affiliates against any other amount owed (or to become due and owing) to it or its affiliates.
10. **Warranties.** In addition to the other warranties contained herein, Customer warrants that (i) if an entity, it is duly organized and validly existing in good standing; (ii) it is duly authorized to execute, deliver and perform its obligations under this Agreement; (iii) when executed and delivered by each party, this Agreement will constitute the legal, valid and binding obligation of Customer, enforceable against Customer in accordance with its terms; (iv) it is not insolvent and is paying all of its debts as they become due; (v) any payments made pursuant to this Agreement are intended by Customer to be a substantially contemporaneous exchange for new value given to Customer; and (vi) each payment made of a debt incurred by Customer under this Agreement is or was in the ordinary course of business or financial affairs of Customer.
11. **Security.** Customer grants to Cashman a security interest in and to all right, title and interest of Customer in, to and under the Equipment and any and all additions, substitutions and all proceeds thereof to secure Customer's payment and other obligations hereunder whether now existing or hereafter created and all renewals, extensions and rearrangement of such liabilities. Customer appoints Cashman as Customer's irrevocable attorney-in-fact to file, at Customer's cost, any financing statement (and any amendments, renewals and related instruments) (i) to perfect such security interest, and/or (ii) to release, terminate and void Cashman's security interest. Customer shall execute any such statements or other documentation necessary to perfect such security interest. The security interest granted under this provision constitutes a purchase money security interest under the Nevada Uniform Commercial Code ("UCC").
12. **Default.** The following are defaults by Customer: (i) failure to pay any amount due hereunder by Customer to Cashman; (ii) ceasing to do business, becoming insolvent, taking advantage of any law for the relief of debtors, filing bankruptcy or making an assignment for the benefit of creditors; (iii) Cashman deeming itself insecure with respect to Customer's performance; (iv) failure to perform any obligations to Cashman hereunder or otherwise; and (v) any representation or warranty by Customer is false or misleading.
13. **Remedies.** Upon any default by Customer, Cashman may exercise any one or more of the following remedies without notice of default: (i) terminate this Agreement; (ii) seek immediate relief from any automatic stay, seek specific performance or injunction or recover damages; (iii) stop delivery of the Equipment or any other equipment ordered by Customer; (iv) declare all amounts due and coming due, together with interest and late fees, immediately due and payable; (v) without terminating this Agreement, take possession of the Equipment, including entering the premises where the Equipment is located WITH OR WITHOUT PROCESS OF LAW, and sell, relet or otherwise dispose of Equipment as a secured party under the UCC and deduct all expenses, costs, attorney's fees, and other charges incurred by Cashman; (vi) recover any deficiency from Customer; and/or (vii) perform, or cause performance of, Customer's obligations at Customer's cost. In no event shall Cashman be required to sell or relet the Equipment or rebate or pay back any gain or profit as a result of leasing the Equipment. The exercise of any remedy will not constitute an election of remedies or a waiver of any other remedy; remedies hereunder shall not be exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity.
14. **Indemnity.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CASHMAN, ITS AFFILIATES AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DEFICIENCIES, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, FINES, CAUSES OF ACTION, DAMAGES, LIABILITIES, COSTS, PENALTIES, TAXES, ASSESSMENTS, CHARGES, PUNITIVE DAMAGES AND EXPENSES (INCLUDING ATTORNEYS' FEES) INCURRED AS A RESULT OF (i) ANY BREACH BY CUSTOMER OF THIS AGREEMENT OR ANY APPLICABLE LAW OR (ii) ANY ACT OR OMISSION OF CUSTOMER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AFFILIATES OR INVITEES.
15. **Force Majeure.** Cashman shall not be liable, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement to the extent such failure or delay is caused by or results from acts or circumstances beyond Cashman's reasonable control including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), restraints or delays affecting carriers, an inability or delay in obtaining supplies of adequate or suitable materials, telecommunication breakdown or power outage.
16. **Assignment.** Cashman may assign any of its rights and obligations hereunder without notice or consent. No assignee of Cashman as qualified intermediary or the assignee's officers, directors, employees or agents shall be obligated to perform any covenant, condition or obligation required to be performed by Cashman hereunder. However, in the event any assignee agrees to assume the obligations of Cashman, Customer agrees that Cashman shall be released from all further liability hereunder. Neither this Agreement nor any of Customer's rights or obligations hereunder shall be assignable by Customer without the prior written consent of Cashman. Any purported assignment by Customer in violation of this provision is null and void.

17. Data Sharing. Data concerning equipment purchased, rented or leased from Cashman, including data as to the condition and operation of such equipment, may be collected and transmitted to Caterpillar Inc., its affiliates and/or its dealers, including Cashman. BY EXECUTING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES RECEIPT AND REVIEW OF THE TELEMATICS SHARING CONSENT FORM TERMS AND CONDITIONS INCORPORATED HEREIN BY REFERENCE AND AVAILABLE AT www.CashmanEquipment.com/terms.

18. Miscellaneous. Headings herein are for reference only and do not affect the interpretation of this Agreement. This Agreement may be executed in counterparts and delivered by electronic transmission with the same legal effect as delivery of an original fully executed copy. This Agreement shall not be binding upon Cashman until signed by an authorized representative (prior to which, if first signed by Customer, it will be deemed a proposal by Customer to Cashman, which Cashman may accept or reject, at its sole option). This Agreement may only be modified or waived by a written agreement signed by Cashman and Customer. If any provision of this Agreement is hereafter held invalid or unenforceable, the remainder of this Agreement shall not be affected and the provisions are declared severable. Subject to the terms hereof, this Agreement shall be binding upon and inure to the benefit of Cashman and Customer and their respective representatives, successors and assigns. This Agreement (and all matters arising out of or relating to this Agreement) shall be governed in all respects by the laws of the State of Nevada without regard to any choice or conflict of law provisions. Each party hereby irrevocably submits to the exclusive jurisdiction of the courts situated in Clark County in the State of Nevada and waives all claims that such courts lie in an inconvenient forum. EACH PARTY HEREBY WAIVES THE RIGHT TO A JURY TRIAL. Provisions that by their nature apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, Sections 6 (Insurance), 14 (Indemnity), 18 (Miscellaneous) and 19 (Dispute Resolution).

19. Dispute Resolution. Any dispute or controversy arising under or in connection with this Agreement shall first be resolved by informal discussion between senior management of the parties. If informal discussion fails to produce a resolution, the parties must then attend non-binding mediation in the County of Clark, Nevada with a mutually agreeable mediator. If mediation fails to produce a resolution, or if the parties cannot agree on a mediator, any dispute or controversy arising out of or relating to this Agreement shall be settled by binding arbitration. Either party may initiate arbitration, which shall be conducted in the County of Clark, Nevada in accordance with the commercial arbitration rules of the American Arbitration Association. Each party shall share equally the cost of the arbitration and shall bear its own attorney's fees, unless the arbitrator awards such fees and costs to a party. The arbitrator shall not have the power to award any punitive damages.

20. Future Sales. The terms of this Agreement will apply to all future sales by Cashman to Customer (except as to the purchase price of such items) unless such sale is governed by a separate written agreement.

21. Entire Agreement. This Agreement, including all related exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the parties with respect to the Equipment and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect thereto. No purchase order in connection with the Equipment shall be binding on Cashman unless accepted in writing. Any such purchase order shall create a separate contract consisting of the terms of this Agreement and any additional terms proposed by such purchase order; if the terms of such purchase order conflict with the terms of this Agreement, the terms of this Agreement shall control.

Pricing:

Please note expiration date on first page of quotation. Quote MUST be renewed after expiration date in order to confirm validity of pricing. Prices are always subject to change as project design or scope changes occur which influence the equipment that is a part of our quote. **CANCELLATION CHARGES WILL APPLY TO ALL CANCELLED ORDERS.**

NOT INCLUDED, UNLESS OTHERWISE STATED IN QUOTATION:

Crane to off load equipment from delivery truck and set in place at site.

Installation (electrical and mechanical) of all equipment quoted.

Diesel or gaseous fuel, either for initial fill of tank or top off after testing.

Exhaust components (except engine muffler and engine flex), including hangers, wall/roof thimbles, thermal insulation, piping from muffler/flex to outside of building. Mechanical/plumbing contractor should be consulted.

Coordination Studies – Cashman will supply protective devices as noted only – studies, settings, calibration, etc., by others

Seismic Studies – where applicable and noted, equipment complies with IBC requirements, any other compliance requirements, including studies, settings, adjustment, testing, or supply of components is by others.

Equipment Quoted:

If specifications and/or single line drawing/s provided:

Cashman Equipment is offering Caterpillar's standard product that meets 100% of the performance intent of the specification. However, we take general exception to any components or brands which are proprietary to any specific brand or are not part of our standard product and do not enhance the equipment's ability to perform its function or meet the applicable codes for this project.

If NO specifications and/or single line drawing/s provided:

Cashman Equipment is quoting equipment for this project that meets what we best understand is required, either for budgetary purposes or "quick" pricing. No compliance with any spec or drawing is implied unless specifically noted.

Code Compliance:

Cashman Power is not responsible for interpretation or compliance with any codes – including, but not limited to, building, electrical, mechanical or emissions - not specifically cited prior to this quote. Code compliance is the responsibility of the owner and design team. **CASHMAN EQUIPMENT DOES NOT INSTALL THE EQUIPMENT OR PROVIDE PERMITS.**

Lead Times:

Although we give the best available lead time estimates at the time of quote, factory manufacturing times are subject to change on a day-to-day basis. Lead times cannot be established until the engineering approval process is complete through approved submittals and a written release from customer for all equipment is received. After that, the equipment order will be placed with the factory. Lead time in effect at time of equipment order would prevail. Order processing time and equipment transport time will add an estimated 2-4 weeks to delivery dates.

Emissions:

Engine meets federal EPA emissions standards requirements. Any local jurisdictional compliance requirements more stringent than standard EPA rules may incur additional costs for after treatment. This is not included unless specifically noted.

Remote Annunciator Panels (if quoted):

Caterpillar remote Annunciator panel distance for wire run is a **maximum of 800 feet from gen set control panel**. If a distance greater than 800 feet from gen set control panel is required, there will be an added charge for special equipment / engineering costs.

General:

- Cashman Equipment is an equipment supplier only. Installation is by others, which includes but is not limited to concrete pad; setting in place; anchoring; wiring; fuel piping; exhaust design/piping/installation/heat blankets; radiator ducting on indoor units.
- Non-standard lugs will be an added charge. Some equipment lug sizing is dependent upon UL restrictions and may not be able to be changed. Always check your submittal package for lug sizing available. **1600A and up circuit breakers will be bus bars only – LUGS BY OTHERS.**
- Coordination of fuel supply and transfer systems not supplied by Cashman is by others.
- Start up and commissioning will commence upon pre-startup checklist completion and inspection of site by Cashman representative to confirm installation is complete and ready for startup.
- All prices do not include tax, crane, factory witness testing, site testing, maintenance, fuel, or extended warranty unless specifically noted.

Cancellation Policy:

Product models D40-D200 cannot be cancelled. Changes to the product may be made up to 45 days before the Start Online date.

Generator sets 200kW & above are subject to cancellation fees up to 75% after 72 hours after order is scheduled & acknowledged.