



COUNTY OF LAKE
Public Services Department
 333 Second St.
 Lakeport, CA 95453
 Telephone (707) 262-1618
 FAX (707) 262-0973

Lars Ewing
 Director

DATE: 2/06/24

Purchase Order No. 23 - PS1024

Reference: 300kW Jail Generator

Department. LCSO

Delivery Point. Hill Road Jail
 4913 Helbush
 Lakeport, CA 95453

•
Leete Generators
3360 McMaude Place
Santa Rosa, CA 95407
 •

• Delivery Date ASAP

QUANTITY	DESCRIPTION	UNIT COST	TOTAL COST
	<p>Perform the scope of work, as described in the attached proposal, dated 2/1/2024, to be paid by the Sheriff Dept.</p> <p>All invoices must be mailed to: Public Services Dept. 333 Second Street Lakeport, CA 95453</p>	Not to Exceed	\$176,959.28
		Total:	\$176,959.28

ASSISTANT PURCHASING AGENT

By _____
 Lars Ewing, Director



COUNTY OF LAKE
Public Services Department
333 Second St.
Lakeport, CA 95453
Telephone (707) 262-1618
FAX (707) 262-0973

Lars Ewing
Director

TERMS & CONDITIONS FOR PURCHASE ORDER NO. 23 - PS1024

Leete Generators
3360 McMaude Place
Santa Rosa, CA 95407

By acceptance of the attached purchase order, contractor agrees to, and represents compliance with, the following:

LICENSE: Contractor represents that he is properly licensed and will utilize properly licensed subcontractors for the work herein.

LABOR CODE COMPLIANCE: Contractor shall be in compliance with all provisions of the California Labor Code in its most current form, including but not limited to the following which is not meant to be exhaustive and is subject to change:

Wage Rate: Contractor shall pay to each worker on this project, not less than the general prevailing rate of per diem wages in accordance with Section 1771 of the Labor Code. Contractor represents that his labor bid reflects prevailing wage rates as determined by the Director of Industrial Relations pursuant to the California Labor Code, Sections 1771 and 1773.1. In compliance with Section 1773.2 of the Labor Code, County maintains copies of the prevailing rate of per diem wages on file at its Administrative Offices and said copies shall be made available to any interested party on request. Further, the General Prevailing Wage Rates are available from the California Department of Industrial Relations' Internet web site at <http://www.dr.ca.gov>. In further compliance with Section 1773.2, Contractor shall, on behalf of County, cause a copy of the prevailing wage rate(s) to be posted at each job site.

WORKSITE MAINTENANCE. Contractor shall at all times, at his own expense, keep property on which work is in progress and the adjacent property free from accumulations of waste material or rubbish caused by employees or by the work and shall maintain material stockpiles in a neat, safe and orderly manner. Upon completion of the construction, Contractor shall, at his own expense, remove all temporary structures, rubbish, and waste materials resulting from his operation. In the event that the Contractor does not properly clean up promptly, the County may separately contract to do so and withhold the cost from the Contractor.

CORRECTION OF WORK Contractor shall, at his own expense, correct or remove and replace any work not performed in conformance with the specifications or not performed to the satisfaction of the County Facilities Maintenance Superintendent or his designee.

INSURANCE: CONTRACTOR shall not commence work under this Agreement until he has obtained all the insurance required herein, certificates of insurance have been submitted to COUNTY and said insurance has been approved by COUNTY. CONTRACTOR shall not allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained

Workers' Compensation Insurance: Contractor shall secure and maintain, at CONTRACTOR'S own expense, during the term hereof, Workers' Compensation Insurance and Employer's Liability Insurance for all employees to be engaged in work.

Commercial General Liability: CONTRACTOR shall procure and maintain, at CONTRACTOR'S own expense during the term hereof, upon himself and his employees at all times during the course of this Agreement, Commercial General Liability Insurance (Occurrence Form, CG 0001), for bodily injury, personal injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single-limit coverage per occurrence including but not limited to endorsements for the following coverages: premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.



COUNTY OF LAKE
Public Services Department
333 Second St.
Lakeport, CA 95453
Telephone (707) 262-1618
FAX (707) 262-0973

Lars Ewing
Director

Automobile liability Insurance: Contractor shall secure and maintain, at CONTRACTOR'S own expense, during the term hereof, both bodily injury and property damage on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single-limit coverage per occurrence.

Subcontractors: CONTRACTOR shall include all subcontractors as insured under the aforesaid policies or shall furnish separate certificates and endorsements for each subcontractor to COUNTY for review and approval. All coverages for subcontractors shall be subject to all of the requirements hereinabove and contain the additional insured endorsement required by CONTRACTOR hereinafter

Additional Insured Endorsement: Provisions the Commercial General Liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

The COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85 or its equivalent. CONTRACTOR shall not commence work under this Contract until he has had delivered to COUNTY the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Other Insurance Provisions:

- (a) For any claims related to this project, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- (b) Any deductibles or self-insured retentions must be declared to and approved by COUNTY. At the option of COUNTY, either: CONTRACTOR shall reduce or eliminate such deductibles or self-insurance retentions; or CONTRACTOR shall provide a financial guarantee satisfactory to COUNTY guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (c) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.
- (d) Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking other actions as is available to it under any other provision of the Agreement or law. Failure of COUNTY to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

INDEMNIFICATION: By acceptance of the attached purchase order, Contractor agrees to indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County.



Customer #	Estimate Date	Estimate #
2284	2/1/2024	61055

Sales Proposal

Bill To:

Lake County Public Services Dept.
333 Second Street
Lakeport, CA 95453

Service Location:

Jail - #2 Blue Star VD300-02FT4
4913 Helbush Dr
Lakeport, CA 95453

Please check off the boxes next to the items you require to make sure you have everything you need. Thank you for allowing Leete Generators the opportunity to provide you with a quotation for your project.

Qty	Description	Unit Amount	Est Tax	Total
Equipment & Services - Per Generator				
<input type="checkbox"/>	1 Blue Star VD300-02FT4 diesel powered generator; standby rated 300kW, 277/480 volt, 3 phase, 60Hz, EPA Tier 4 Final certified Volvo liquid-cooled industrial engine, 1800 rpm low speed, oil and coolant drains plumbed to base, Stamford genend and Stamford MX321 Automatic Voltage Regulator with PMG Excitation, Blue Star DCP7310 Gen-Set Controller with OPTIONS: Analog Meter Package: Ammeter, Voltmeter and Frequency Meter with Selector Switch, Low Water Level Sensor with Shutdown, Break Glass E-Stop Station (Send Loose), Circuit Breaker #1 600 Amp 3ph 80% rated with shunt trip, OPTIONS: C/B # 2 - 250A 3ph 80% rated with shunt trip - load bank breaker, DSE 24 Volt 10A battery charger wired and mounted, 24 Volt System with Rack and Cables, critical grade silencer, 4000W engine block heater 240VAC, SCR Catalyst / Silencer Mounted to Engine, Level 3 sound attenuated weather protective enclosure (70/72 dBA @ 23 feet), Standard (non-state tank) 48 Hour / 1,080 Gallon UL 142 Listed Sub-Base Fuel Tank with Stub-up Area Double Wall Construction with Secondary Containment, OPTIONS: 150kW roof mounted load bank with auto leveling controls, 2-year or 2000-hour limited factory warranty as published by Blue Star.	\$164,997.00	11,962.28	\$176,959.28
<input type="checkbox"/>	1 Included in the Generator pricing above is one (1) Blue Star Remote Annunciator: Deep Sea DSE2548 Remote Annunciator with Enclosure (Surface Mounted).	\$0.00	0.00	\$0.00
<input type="checkbox"/>	1 Included in the Generator pricing above is Curbside Freight to the customer's job site or crane yard, off-loading, storage and placement are excluded.	\$0.00	0.00	\$0.00
<input type="checkbox"/>	1 Included in the Generator pricing above is to supply labor and equipment to perform a 2-hour Resistive Load Bank Test to break in the new diesel engine in a controlled environment to help maximize engine life. Fuel NOT included.	\$0.00	0.00	\$0.00
<input type="checkbox"/>	1 Included in the Generator pricing above is Factory Certified Startup Commissioning, Systems Testing, Warranty Registration, and Training. Service includes startup commissioning, system testing, fuel type conversion if necessary, wiring continuity, testing safety shutoffs, verifying phase rotation, generator controller and ATS programming, warranty activation and up to 1-hour of on-site training of Owner's representative in the proper use and operation of the generator and transfer switch system. Pricing is based on one site visit during normal business hours (M-F, 7-4), contingent upon complete and proper installation by others per all manufacturer recommendations and applicable codes. Time and materials required to address non-conforming conditions is not included and will be added to the final invoice. *Price is for one trip start-up progression and generator ready - subject to change if installation and fuel setup not ready, improperly done, etc.	\$0.00	0.00	\$0.00

Total Equipment & Services - Per Generator: \$176,959.28

This proposal is our interpretation of your requirement. It includes only the items listed in this quotation. Should there be other requirements or specifications, we will re-quote accordingly. The customer shall review this proposal for compliance with the customer's complete project drawings and specifications. The following clarifications, technical exceptions, and/or exclusions are noted:

1. On-site installation work and all extended piping, and wiring, scope of work by "others". Installation is excluded.
2. Coordination Study & NETA testing (if required) are excluded.
3. Blue Star Power System generators are Seismic Certified to IBC 2021.
4. It is the purchaser and end user's responsibility to ensure that this equipment is operated in accordance with all applicable local, state, and federal laws and regulations governing the use and operation of this equipment.
5. It is the purchaser and end user's responsibility to obtain all permits related to the installation and operation of the equipment quoted herein.
6. Fuel, initial fuel fill, and fuel for testing are excluded. Fuel shall be supplied by the customer.
7. Maintenance and Service are excluded. Please contact our service department for a maintenance plan proposal and 24/7/365 technician services.
8. Freight Charges are included to the customer's job site or crane yard, off-loading, storage, and placement are excluded.
9. Current factory lead times for the generator are 40 weeks after receipt of the signed proposal and required payment. Lead times are subject to change by the manufacturer.
10. The proposal is valid for fifteen (15) days from the date of the proposal.
11. Please see the attached TERMS AND CONDITIONS and equipment specification literature for details.

ACKNOWLEDGEMENT: To order, please check mark the desired items, complete the information below, and return the entire quotation with the required payment.

By affixing my signature hereto, I attest that I am duly authorized to enter into this agreement, upon acceptance by Leete Generators, to purchase and pay for this equipment and have read, understand and agree to the terms, conditions and disclosures described herein.

Have you double-checked that you have ticked all the boxes for the items you need?

Signature

Date

Print Name

Purchase Order (If necessary)

END USER LIST for SCHEDULING: It all begins and ends with the end-user, and the satisfaction of the client who will directly benefit from a reliable backup power system. Providing end-user information is essential for customer satisfaction and future care of the backup power system. **For example, who will be responsible for scheduling maintenance, or calling in an emergency visit? Who needs to be contacted in case of a manufacturer recall? Who will be responsible for air permit renewals and fees (if applicable)?** The clearer this information is presented to Leete, the more efficient and dependable, especially during times of state of emergency, support will



3360 McMaude Place • Santa Rosa, CA 95407
Ph: 800-649-0484 • Fax: 707-545-8930

be.

Yes, I am the end-user

No, I am not the end-user. Below is the end-user(s) contact information.

Name(s):

Email(s):

Phone(s):

You may also attach a list of Names and their Contact Details